

I. INTRODUCTION

Purpose and Background

Purpose

The Human Resources (HR) Department of the City of Houston is requesting proposals from temporary employment staffing agencies wishing to provide temporary employee services to City departments on an as-needed basis in accordance with the terms, conditions and instructions set forth in this Request For Proposal (RFP). The temporary employee services includes, but is not limited to, the following: office clerical, secretarial, general administrative services; fiscal, financial and professional accounting services; skilled craft and maintenance services; healthcare and medical services; and legal services. The City will utilize the job ordering methods of "Contract", "Payrolling" and "Specilized" when requesting services from successful proposers. Information technology staffing resources is issued under a separate RFP.

It is the City's intent to award contracts to provide temporary employee services for the duration of one-year and may be renewed for two (2) successive one-year terms, or portion thereof, under the same terms and conditions.

Background

The HR's Temporary Employee Services (HRTES) section assists customer city departments with the acquisition of temporary employees and information technology staffing resources. HRTES performs all acquisition and ongoing contract administration tasks, which allows the city departments to focus on their project tasks and deadlines. The city utilizes a web-based application known as TESP to create, administer and maintain records related to temporary employee and information technology staffing resources assignments. TESP is accessible to customer city departments, HRTES and contracted vendors.

At present, the City has 16 temporary employee/information staffing resources contracts with vendors. 50% of the contracts are with vendors that are city Minority Women Disadvantaged Business Enterprise (MWDBE) certified companies. With HRTES's administrative oversight, the City has created an environment where vendors are providing highly qualified temporary employees and information technology staffing resources to city departments at competitive rates.

In order to continue providing city departments with highly qualified temporary employees at competitive rates, the City is requesting properly submitted proposals no later than **Friday, September 22, 2006 at 11:00 am (CST)**, from qualified Proposers who meet the requirements as outlined in this RFP.

The remaining sections of this RFP provide requirements, general information, instructions for submitting responses, vendor requirements, and the terms and conditions of the expected agreement.

II. GENERAL INSTRUCTIONS

Submittal Procedure

One (1) original proposal, signed in BLUE ink, and Four (4) copies of the proposal and a computer disk with all rate and markup information in MS Excel format are to be submitted in a sealed envelope or a box and delivered to:

City of Houston
City Secretary's Office
900 Bagby, City Hall Annex Room P101
Houston, Texas 77002

The deadline for the submittal of the proposal is Friday, September 22, 2006 at 11:00 am. (CST). Failure to submit the required number of copies as stated above may be subject for disqualification from the proposal process. Please clearly label the package **"Proposal for Temporary Employee Services".**

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Respondents may elect to either mail or personally deliver their proposals to the City Secretary's Office. Use of mail, courier, or any means other than hand delivery will be at the sole risk of the proposer, and any proposal that is not actually received in the office by the deadline will not be considered.

The City of Houston shall bear no responsibility for submitting responses on behalf of any Proposer. Respondents may submit their proposal to the City Secretary's Office any time prior to the above stated deadline.

Proposal Format

The proposal is to be typed and an original proposal must be signed in BLUE ink by a duly elected or appointed officer who is authorized to do so. Legibility, clarity, and completeness are important and essential elements of the proposal. The proposal must be bound and sealed when submitted.

1. Elaborate brochures or detailed presentations beyond those sufficient to present a complete and effective proposal are not desired. In short, please follow these guidelines:
2. Submit the responses in WHITE or BLACK generic binders (could be 2-inch, 3-inch, 4-inch or 5-inch circular ring binders). **NO FANCY OR CUSTOMIZED BINDERS** needed.
3. The prototype, or the primary binder, which will also contain the original signatures of all signed documents and exhibits, should be boldly labeled, **"ORIGINAL."**
4. Place the **"Table of Contents"** on top of all documents, even before the "Transmittal Letter." In other words, the "Table of Contents" should be the first page seen when the binder is opened.
5. Number all pages sequentially. Use a Bates stamp to number the pages, in case they are produced from different departments, divisions or sections of your company. In the event that all documents cannot be numbered sequentially but tabs are used to separate the documents, please indicate—in the "Table of Contents"—where pertinent information, especially Exhibits, Attachments and required forms can be found. For example: If the Financial Statement is under Tab 7, on pages 15-23, please indicate it in the "Table of Contents" thus:

Financial Statement.....Tab 7, pages 15-23

6. Your answers should be crisp, straightforward and responsive. Please avoid long, rambling and verbose statements. The answer to each question should be limited to LESS than 250 words, if possible.
7. If need be, you may refer to an answer which is responsive to a previous question provided the two questions are in the same section of the questionnaire. For example: If the answer to Question 9 is the same as or similar to Question 3, under "Vendor Qualifications," you may refer to the previous answer. But do not make references to answers from different sections of the document in a manner that makes it cumbersome to find the reference. Where extraordinary circumstances compel the need to reference an answer outside the scope of a particular section, please pinpoint the exact page, section and/or paragraph where the answer can be found. Please avoid vague references such as: "See the attached brochure" or "See the attached newsletter."
8. The primary binder (marked "Original") should contain ALL the responses to the RFP. Apart from financial statements, the only booklet required is your agency **Employee Handbook**, no brochures, directories, newsletters, promotional materials, etc. should be submitted in the primary binder.
9. Please label the SPINES and place the Title Page on the front covers of each of the binders.
10. The proposal must be signed by individual(s) legally authorized to bind the Proposal and the Transmittal Letter **must contain a statement** that the proposal and the prices contained therein shall remain firm for a period of one hundred-eighty (180) days after receipt of best and final offer.

Pre-Proposal Conference

A pre-proposal conference will be held **Thursday, September 14, 2006 at 2:00 p.m. CST**, at the Bob Lanier Public Works and Engineering Building, 611 Walker, Garden Level Auditorium, Houston, Texas. Interested Proposers should plan to attend. It will be assumed that potential Proposers attending this meeting have reviewed the RFP in detail and are prepared to bring up substantive questions.

Additional Information and Specifications Changes

Requests for additional information and questions should be emailed to: Chas Smith at Charles.Smith@cityofhouston.net no later than **Wednesday, September 13, 2006 at 1:00 pm CDST**. The City of Houston shall provide a written response to all relative questions that are received in writing on or before the written question submittal deadline. Questions received from all respondents shall be answered and placed on the website: <http://www.houstontx.gov/hr/rfppages/rfps.htm> in the Section entitled, 'Addenda.' All changes to the Request for Proposal will also be posted on the same website. Check the website daily for updates.

Conflict of Interest Questionnaire

By law a "Conflict of Interest Questionnaire" must be filed with the records administrator of the local government not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

Addenda & Modifications

All addenda, amendments, and interpretations of this solicitation shall be in writing. Any amendment or interpretation that is not in writing shall not legally bind the City of Houston. Only information supplied by the City of Houston in writing or in this RFP should be used in preparing proposal responses. *All contacts*

that a Proposer may have had before or after receipt of this RFP with any individuals, employees, or representatives of the City and any information that may have been read in any news media or seen or heard in any communication facility regarding this RFP should be disregarded in preparing responses. The City does not assume responsibility for the Proposers' receipt of any addendum placed on the website.

Examination of Documents And Requirements

Each Proposer shall carefully examine all RFP documents and thoroughly familiarize themselves with all requirements prior to submitting a proposal to ensure that the proposal meets the intent of this RFP.

Before submitting a proposal, each Proposer shall be responsible for making all investigations and examinations that are necessary to ascertain conditions affecting the requirements of this RFP. Failure to make such investigations and examinations shall not relieve the Proposer from obligation to comply, in every detail, with all provisions and requirements of the Request for Proposal.

Post-Proposal Discussions With Proposers

It is the City's intent to commence final negotiation with the Proposers deemed most advantageous to the City. The City reserves the right, however, to conduct post-proposal discussion with any Proposer who has a realistic possibility of a contract award including requests for additional information and requests for "Best and Final" offers.

Changes in the terms and conditions of this RFP will be made in writing by the City prior to the proposal due date. Results of informal meetings or discussions between a potential Proposer and a City of Houston official or employee may not be used as a basis for deviations from the requirements contained in this RFP.

City Contractor Ownership Disclosure Ordinance

City Council requires knowledge of the identities of the owners of entities seeking to contract with the City in order to review their indebtedness to the City prior to entering contracts. Therefore, all respondents to this RFP must comply with Houston Code of Ordinances Chapter 15, as amended (Sections 15-122 through 15-126) relating to the disclosure of owners of entities bidding on, proposing for or receiving City contracts.

Completion of the form in **EXHIBIT 6** "Affidavit of Ownership or Control"—will satisfy this requirement. Failure to provide this information may be just cause for rejection of your proposal.

Drug Detection and Deterrence Procedures for Contractors

It is the policy of the City to achieve a drug-free workforce and to provide a workplace that is free from the use of illegal drugs and alcohol. It is also the policy of the City that the manufacture, distribution, dispensation, possession, sale or use of illegal drugs or alcohol by contractors while on City premises is prohibited. Accordingly, effective September 1, 1994, and pursuant to the Mayor's Executive Order 1-31, as a condition to the award of any contract for labor or services, a successful Proposer must certify its compliance with this policy. **EXHIBIT 8** contains the standard language, which will be used in each contract for labor or services, as well as the Executive Order 1-31 disclosure and compliance forms (Attachments A, B, and C). The forms must be completed and submitted with the proposal.

City of Houston Fair Campaign Ordinance

The City of Houston Fair Campaign Ordinance makes it unlawful for a contractor to offer any contribution to a candidate for City elective office. For purposes of this ordinance a contract is defined as any contract for goods or services having a value of \$30,000 or more, regardless of the way by which it was solicited or awarded. **EXHIBIT 9** of this RFP describes the contract and documentation requirements relating to this ordinance.

Temporary Employee Services Program Administration

Ramiro Cano, Human Resources Assistant Director, shall provide overall program administration. Questions regarding the scope of services, program utilization, and proposal requirements, etc. may be addressed at the pre-proposal conference.

Anticipated Timeline

The chart below summarizes some key task dates listed elsewhere in the RFP. For details and instructions, proposers will refer to specific times and dates for critical activities listed elsewhere in the RFP.

Task	Date
Release RFP	August 31, 2006
Deadline for pre-proposal conference questions	September 13, 2006
Pre-proposal conference	September 14, 2006
Proposals due	September 22, 2006
Analysis of proposals, clarification of proposals, Presentations, if necessary	September 23- 30, 2006
Finalize Documentation and Recommendations	October 1-2, 2006
City Council acts on recommendations	October 11, 2006
Award Notifications	Upon Council Approval
Effective Date	November 1, 2006

III. PROPOSAL OUTLINE AND CONTENT

To simplify the review process and to obtain the maximum degree of comparability, the proposal must follow the outline as set forth below and, at a minimum, contain the information as requested. The City will not be responsible for locating or securing information that is not included in the response. Failure to furnish adequate information with the response may result in it being deemed incomplete and non-responsive, resulting in rejection.

1. **Title Page** Show the RFP number, subject, name of the proposer, address, telephone number and the date.
2. **Table of Contents**: Include a clear identification of the material by section and by page number.
3. **Letter of Transmittal**: The transmittal letter must contain the Proposer's name, business address, legal status (corporation, partnership, limited liability corporation, limited liability partnership, joint venture, sole proprietorship, etc.), Federal Tax Identification No., and primary point of contact for this response. The email address, telephone, fax, and pager number for the primary point of contact for this response must be included. An officer or agent empowered to contractually bind the Proposer will sign the transmittal letter in **blue** ink. By signing the transmittal letter, the Proposer agrees to provide the services described in this RFP and agrees to abide by all the terms and conditions as specified in this document and in any contract resulting from an award based on this RFP.

4. **Transmittal Check List:** Required checklist. (See Exhibit 1)
5. **Scope of Services Section:** This section provides information related to the requested services followed by vendor qualification questions and specific requirements proposers must meet if awarded a contract. Proposers must address all areas in Scope of Service, beyond any other requirements of this RFP, to be considered complete. The response to an item must include the item number. Item responses shall be presented in numerical order. Proposals not addressing these items in this manner may be subject to disqualification at the sole option of the City.

The proposer's response to the questions will be evaluated with the intent of rewarding firms showing the ability, commitment and creativity to meet the City's needs for temporary employee services. The proposer considered best suited to meeting the City's needs by the HR receives the maximum number of points in this category.

Specific Requirements pages 10-13 must be signed and included as attachments in Scope of Services section following the proposer's questions.

Cost of Services: Proposer must respond and provide pricing and mark-up information for all three job ordering methods: Contract, Payrolling, and Specialized. For Payrolling, a proposer may elect to provide cost and markup for one or all three payrolling groups: Administrative, Industrial 1, and/or Industrial 2.

The billing rates and mark-up quoted in the proposal must provide for the payment by the successful proposer of all costs including salary and benefits; mandated payroll taxes and the appropriate worker's compensation coverage on each employee. These billing rates must remain firm for each year of the proposal.

Contract Exhibit 3A	Payrolling Exhibit 3B	Specialized Exhibit 3C
Rates by Identified Positions	Administrative - M/U %	MU %
	Industrial 1 - M/U %	
	Industrial 2 - M/U %	

The pricing and mark-up forms are provided on the downloaded MS Excel file: Temporary Services Rates. The file has four spreadsheet tabs to provided pricing and markup information for contract, payrolling and specialized job ordering methods, as well as drug test rate. The proposal pricing and mark-up information must be saved on a diskette provided by the proposer and submitted with the proposal. Printed hard copies must be included in this proposal section.

6. **Minority/Women Business Participation:** Provide copy of certificate if certified as City of Houston MWBE business.
7. **Insurance:** Provide proof of your company's insurance as required in this RFP or submit a letter of your intention to have the required insurance prior to award by the City. (See Exhibit 5)
8. **Certificate of Registration** The selected Proposer must furnish a "Certificate of Registration" which authorizes them to conduct business in the State of Texas prior to the awarding of the contract. Such Registration is obtained from the Texas Secretary of State's Office, which will also provide the certification thereof.

9. **Affidavit of Ownership or Control** Completed forms entitled "Affidavit of Ownership or Control" form must be provided (See Exhibit 6). Proposers shall provide a notarized Affidavit of Ownership/Control per Code of Ordinance Chapter 15 Article VIII Sec. 15-121 through Sec. 15-126 which addresses City contracts; indebtedness to the City.
10. **Conflict of Interest Questionnaire** By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code. (See Exhibit 12) For further information reference http://www.ethics.state.tx.us/whatsnew/conflict_forms.htm
11. **Financial Statement and References** (See Exhibit 6) Please submit your company's audited annual financial statement and Dunn & Bradstreet report for the last two years. Additionally, provide one bank reference and four (4) business references with four (4) letters of reference (preferably from government entities) from the company or companies for which you are providing services applicable in this RFP.
12. **Transition Plan** Proposers should provide a detailed implementation timetable, including an outline of the activities you expect to be performed prior to the stated effective date, completion dates, and the individuals or groups who will have major responsibility or will be participating in each activity, including:
 - a. Contracts completed (the finalized contract must be presented to City Council for the vendor to be officially awarded the City account)
 - b. Payment/Banking arrangements established (Electronic Funds Transfer or paper check payment)
 - c. Account Manager and staff introduction to HRTES
 - d. TESP web-based application training
 - e. TESP access established with the City
 - f. Transition existing assignments-who are the players and how will it be done?
 - g. Temporary Employee Orientation- who are the players and how will it be done?
13. **Immigration Act** Provide a statement indicating that your organization is responsible for and will comply with the Immigration Reform and Control Act of 1986.
14. **Drug & Alcohol Screening.** Complete and return the City's Drug Policy Compliance Agreement and the Drug Policy Compliance Declaration shown in Exhibit 3, Attachment 3-D. You must also provide a rate associated with drug testing those individuals in Safety Impact Positions. **Note: The City of Houston will pay the drug test rate for those contract or specialized position type temporaries who successfully pass their drug screen if requested on the Temporary Request Form.**
15. **City of Houston Fair Campaign Ordinance** Complete and return the City's Form A Contractor Submission List shown in Exhibit 8.
16. **Form 6559 - Transmitter Report** Provide a copy of your Form 6559 Transmitter Report and Summary of Magnetic Media for tax year 2005 (See Exhibit 10).

17. **EEO Requirements** Provide an EEO breakdown of your permanent staff as well as a breakdown of your “temporary” employee pool. (See Exhibit 11) **Note: Do not use percentages.**
18. **Anti Collusion Statement** Provide a signed and dated form. (See Exhibit 12)

IV. SCOPE OF SERVICES

The City is searching for temporary employment services agencies that will staff, suitably screen, and timely provide dependable temporary employees on an as-needed basis for office clerical, secretarial, general administrative services; fiscal, financial and professional accounting services; skilled craft and maintenance services; healthcare and medical services; and legal services.

Proposer must completely answer all qualification questions and certify by signature that the proposal meets the specific requirements in the RFP.

A. Proposer Qualifications: The City is interested in obtaining the following qualification information to evaluate a proposer’s ability to deliver the quality of services requested in this RFP.

- 1. Company Profile: History, Structure, Vision/Mission, and Philosophy**
 - a. Briefly explain your company’s corporate structure.
 - b. What is your company’s current Vision/Mission?
 - c. Describe the role of your corporate headquarters and branch offices, including the specific role each would play in implementation of a relationship with the City of Houston.
 - d. What are the locations of your local offices?
 - e. State the experience your firm has had in the last three years with providing temporary personnel to corporations or government entities that consist of multiple locations and multiple job descriptions
- 2. Qualifications of Staff:** Give the names of individuals who will be assigned to this contract, including their resumes and expand on their experience in the area they will be serving. Provide an organizational chart for the proposed account manager and service team assigned to the City. Attach the following information for each team member:
 - a. Biography
 - b. Primary responsibility on this account
 - c. Years of experience in temporary staffing
 - d. Years with the company
 - e. Proposed percent of time dedicated to this account (based on 40 hour week)
 - f. Contact information (title, phone, fax, address, email).
- 3. Financial Strength and Insurance**
 - a. Detail your company’s financial position.
 - b. What policies are included in your firm’s property/casualty insurance portfolio?
 - c. What liability coverage does your company currently hold?
 - d. What is your company’s workers’ compensation policy?

4. Recruitment

- a. What recruiting methods/resources do you utilize?
- b. Describe how your company can effectively recruit candidates who will satisfactorily fulfill our staffing requirements.
- c. How do you anticipate changing market conditions? How have you reacted in the past to those changes? (Provide one example)

5. The Hiring Process

- a. Describe your screening, skills-evaluation and interview processes.
- b. Describe in detail your capabilities regarding drug testing and criminal background screening to include federal background screening?
- c. How can your firm fulfill requests for varied positions, such as technical, medical, legal and trades as well as traditional temporary help?
- d. At a minimum, show how you will staff, screen, and manage, temporary personnel.

6. Orientation and Training

- a. Describe the initial orientation provided to your temporary employees.
- b. What can your agency do to attract temporary employees to your organization?
- c. Does your company have an Employee Handbook? Include the booklet in proposal submission.
- d. If not, explain how employee guidelines are disseminated.
- e. What ongoing training is available?
- f. How are safety issues covered?
- g. What is your reference verification process?
- h. Explain how you train and orient your staff in coordination with City requirements.

7. Service Quality and Evaluation

- a. What are your capabilities for responding to the City's daily requests for temporary help?
- b. What are your capabilities for responding to the City's requests for temporary help during the aftermath of catastrophic events?
- c. Do you have an automated system in place for assigning high volume employees?
- d. How do you measure your success in filling customers' requests?
- e. What is your annual job fill-rate, and how do you measure it?
- f. How do you measure the quality of temporary employee performance?
- g. Explain how you would fulfill a request from a department that would need to be filled in 24-hours, screening included (i.e. administrative assistant).

8. Temporary Employee Retention

- a. How does your agency address employee retention, motivation, recognition and loyalty?
- b. What benefits do you offer temporary employees? What criteria determine eligibility?
- c. How are your temporary employees paid? (weekly or bi-weekly)

9. Temporary Employee Termination

- a. What are your agency procedures for handling terminations? What is the notification process?

10. Primary Provider Relationship

- a. Describe your primary provider/on-site management capabilities.

- b. Please provide references for Primary Provider relationships.
- c. Do you currently provide staffing for government agencies?
- d. Outline the duties and responsibilities of the on-site manager.
- e. Describe your subcontractor selection strategy. What criteria do you use?
- f. Please provide an example of your typical on-site transition plan. Include a suggested timeline.

11. Customer Invoicing

- a. Describe your billing system and capabilities.
- b. Are your invoices processed locally?
- c. Describe the role of your corporate headquarters and branch offices in the invoice processing.
- d. What electronic capabilities do you have available to manage invoicing?

12. MIS Capabilities

- a. Do you have electronic systems in place for tracking, billing, management reporting, minority utilization and employee information?
- b. What types of reports are available?
- c. How are the electronic capabilities consolidated and controlled between headquarters and branches?
- d. What technical support services are available to your employees?

B. Specific Requirements If awarded a contract, Proposers must comply with the following conditions and requirements. If the proposer is unable to meet a condition or requirement, please provide an explanation. The proposer is required to certify on page 13 that the proposer can meet the listed requirements if awarded a contract. Pages 10 –13 (signed) shall be included in the proposal response following the above qualification question responses.

1. The Proposer must maintain a local office with standard hours and accessible to new recruits.
2. The Proposer will establish and maintain records of all requests submitted by the Human Resources Department, City of Houston Temporary Employee Information Forms and invoices sent to the City for payment. All such records shall be kept at a location accessible to City Representatives and other authorized individuals for review. Proposer will obtain and store a copy of a valid Texas Driver's License or acceptable picture ID, and completed City of Houston Temporary Employee Information Form for each temporary employee placed with a city department. The Human Resources Department may request a review of these documents.
3. The City shall have the right to inspect and audit all such records at the City's expense, and at any time with or without notice.
4. Proposer shall prepare payroll checks, make all necessary deductions, and pay all taxes and insurance required by federal, state or local laws.

5. The Proposer must have high-speed Internet capability and access. The TESP (Temporary Employee Services Program) windows web-based application is the primary method of temporary employee placement with the City. This application enables HRTES, City departments and contractor/agency to place and monitor temporaries, confirm assignments, compile reports, and view processed invoices online.
6. If award a contract, the Proposer shall be granted access to the TESP application under the provisions of the contract. TESP application and data integrity must be maintained at all times. TESP access does not extend to any sub-contractors or other parties unless the City grants specific approval.
7. The Proposer must regularly monitor TESP in order to timely respond to temporary employee services assignment activities.
8. HRTES and other designated Human Resources Department representatives are authorized to place temporary employee services assignments. The City will not honor any orders accepted by the Proposer from unauthorized representatives.
9. The Proposer will designate a single point of contact or customer service representative in the local office to handle all needs, facilitating communication and insuring quality of performance. The assigned individual should be an experienced staff member and readily accessible. If the assigned individual is replaced, the Human Resources Department must be notified in writing immediately.
10. The Customer Service Representative must become thoroughly familiar with the City's Temporary Services Procedures; the City's personnel needs and job requirements and available for periodic meetings.
11. The Proposer will provide the City of Houston Human Resources Department with a 24-hour telephone number for emergency contact. (This must not be an answering machine/tape recorder.)
12. The temporary agency will complete a confirmation form online via TESP to the Human Resources Department with the name of the temporary employee that will report for the assignment with the City unless special activities must take place such as a drug test. The confirmation form should be completed via TESP in a timely manner, after the temporary request form is received.
13. The Proposer will permit the City to hire temporary employee personnel the equivalent of 30 working days (240 hours) after assignment begins at no charge to the City.
14. The contractor/agency must timely furnish to the Human Resources Department all invoices for services. The agency invoice information must exactly agree with the agency's confirmation form. Invoices must be submitted within 10 working days of the ending service week date. Notes: A service week is defined as beginning at 12:01 A.M. Monday and ending at 12:00 midnight on the following Sunday.
 - Vendor must supply a non-repetitive numeric invoice number.
 - Temporary employee identification information
 - Department Cost Center
 - Contract Agreement

15. The temporary agency will provide temporary employees based upon award for those position titles in Exhibit II - Contract Position Rate Request (does not apply to information technology staffing agencies).
16. The contractor/agency must provide a monthly activity report to the City of Houston that lists all temporary employees with reported work hours and terminations during the past month. This report will be submitted no later than the 15th of each month.
17. The Proposer will perform on-going performance evaluations with City Supervisors which include check-in calls on the day assignment begins and weekly calls to insure a level of quality performance by their employees.
18. If a Texas Driver's License is required for a specific assignment, the agency must ensure that the employees have and maintain a valid license throughout the assignment by making motor vehicle checks for outstanding tickets and warrants.
19. The Proposer is responsible for administering the proper tests and/or evaluation methods to recruit and employ temporary employees for the City of Houston. In addition to all professional screening, the agency must perform reference checks on all employees. The agency must provide a criminal background check if requested on the Temporary Request Form. If the position title requires specific work experience or operations of equipment, the applicant's skills or licensing must be verified by the agency.
20. The contractor/agency will stress acceptable dress codes, reliability, punctuality and work habits to all workers in accordance with needs of the City of Houston.
21. All rates paid to the temporary employees may not be lower than \$7.00 per hour.
22. The City of Houston, represented by the Human Resources Department, must be completely satisfied with the performance of every assigned worker. If not satisfied within four hours of start time and upon notification to the Proposer, all charges for the unsatisfactory employee will be cancelled and a replacement employee supplied, if desired by the City.
23. The City of Houston shall pay only for actual time worked. Should staff needs change after a qualified temporary employee reports to work, the City shall pay the Proposer the greater of the hours actually worked or two (2) hours minimum report pay.
24. Straight time shall be paid for the first 40 hours in a workweek. Overtime work shall be paid in accordance with wage and hour laws at time and one-half beyond forty (40) hours in a workweek, unless noted as an "exempted assignment" by the City. Exempted assignments will be paid at straight time exclusively.
25. Overtime must be approved by a City of Houston supervisor prior to being worked. Overtime authorization is noted on the TESP Request Form.
26. Proposer will be paid at net 30-day term based on receipt of itemized invoices submitted along with timesheets showing the services performed. Problem invoices and timesheets will affect timeliness for Agency payments. Resubmitted invoices will be paid based on receipt date.

27. The City of Houston is a single entity for accounting and billing. Any invoices accompanied by detailed supplements and other back up documents are to be submitted to:

City of Houston / Human Resources Department
Temporary Employee Services Section
611 Walker Street, 4th Floor
Houston, TX 77002

The City of Houston requires timely and accurate accounting and billing information.

28. Proposer will immediately notify in TESP Human Resources Department Temporary Employee Services Section (HRTES) upon termination of their employee(s) in City departments. Follow-up notifications via fax or email is desired.
29. Proposer will provide a rate associated with drug testing those temporaries requested by the City of Houston (Exhibit 3, Attachment 3-D). Describe the applicable testing levels (screen panel). A minimum 5 panel screen is required.
30. Regarding the assigning of account receivables to another party, Proposer will provide an assignment agreement to the Human Resources Department and City Controller for approval identifying the affected contract. The Proposer must provide new assignment agreements if the relationship still exists for awarded future contracts.
31. Insurance. With no intent to limit the organization's liability or the indemnification provisions, the organization, upon award of a contract, shall provide and maintain certain insurance in full force and effect at all times during the terms of the contract and any extensions thereto (See Exhibit 4 – Insurance Requirements, Warranties).
32. Affidavit of Ownership. The City has enacted an ordinance, known as the Delinquent Tax Ordinance that went into effect on 6/2/03. The ordinance requires ALL companies that want to do business with the City to submit an Affidavit - completed in its entirety - stating that they do not owe money to the City or other qualifying entities. Once the Affidavit is received, it will be forwarded to the City Controller's office for a certificate of compliance.

It will be the proposers' responsibility to cure any issues in order to be considered a bona fide proposal. (See Exhibit 5 – Affidavit of Ownership or Control). A new affidavit is completed at the inception of each contract term.

I certify that this proposal can meet the conditions outlined above. If any exceptions apply, they are listed below in detail. A copy of this page is required with your proposal submission.

Date _____

Signature _____

Print Name and Title _____

Name of Company _____

Objections: (State the number and specific condition to which you object. State the reason for the

objection.)

V. CONTRACTUAL TERMS, CONDITIONS, EXCEPTIONS AND LIMITATIONS

- 1.** This RFP does not commit the City of Houston to award a contract, issue a Purchase Order, or to pay any costs incurred in the preparation of a proposal in response to this request.
- 2.** Proposals will become part of the City's official files without any obligation on the City's part. All responses shall be held confidential from all parties other than the City until after the contract is awarded. Afterward, the proposals shall be available to the public
- 3.** The City of Houston shall not be held accountable if material from responses is obtained without the written consent of the vendor by parties other than the City, at any time during the proposal evaluation process.
- 4.** In the event a Proposer submits trade secret information to the City, the information must be clearly labeled as a "Trade Secret". The City will maintain the confidentiality of such trade secret to the extent provided by law.
- 5.** The Proposer shall not offer any gratuities, favors, or anything of monetary value to any official or employee of the City of Houston (including any and all members evaluating the proposal) for the purpose of influencing consideration of a proposal.
- 6.** Proposer(s) shall not collude in any manner, or engage in any practices, with any other Proposer(s), which may restrict or eliminate competition or otherwise restrain trade. This is not intended to preclude subcontracts and joint ventures for the purposes of: (a) responding to this RFP, or (b) establishing a project team with the required experience and/or capability to provide the goods or services specified herein. Conversely, the City can combine or consolidate proposals thereof, for the purposes mentioned above
- 7.** All proposals submitted must be the original work product of the Proposer. The copying or paraphrasing of the work product of another Proposer is not permitted.
- 8.** The RFP and the related responses of the selected Proposer will by reference (within a Contract) become part of any formal agreement between the selected Proposer and the City. The City and the selected Proposer may negotiate a contract or contracts for submission to City Council for consideration and approval. In the event an agreement cannot be reached with the selected Proposer, the City reserves the right to select an alternative Proposer. The City reserves the right to negotiate with proposer the exact terms and conditions of the contract.
- 9.** Proposers, their authorized representatives, and their agents are responsible for obtaining, and will be deemed to have full knowledge of the conditions, requirements, and specifications of the Request for Proposal at the time a proposal is submitted to the City.

- 10.** The price agreements shall become effective for a term of one (1) contract year. The City of Houston reserves the option of extending the agreements on an annual basis for two (2) additional one-year terms or portions thereof.
- 11.** If necessary for the completion of services required under the agreement, the City will provide reasonable working space to the Contractor.
- 12.** Clerical support and reproduction of documentation costs shall be the responsibility of the proposer. If required, such support and costs shall be defined in the contract negotiated.
- 13.** Contractor personnel essential to the continuity and successful and timely completion of services should be available for the duration of the agreement unless substitutions are approved in writing by the Human Resources Director.
- 14.** The Contractor will be expected to adhere to all standard contractual requirements of the City which will include but are not limited to, provisions for: Time Extensions, Appropriation of Available Funds, Approvals, Term and Termination, Independent Contractor, Business Structure and Assignments, Subcontractors, Parties in Interest, Non-waiver, Applicable Laws, Notices, Use of Work Products, Equal Employment Opportunity, Force Majeure, and Inspections and Audits.
- 15.** The City may terminate its performance under a contract in the event of default by the Contractor and failure to cure such default after receiving notice of default from the City. Default may result from the Contractor's failure to perform under the terms of the contract or from the Contractor becoming insolvent, having a substantial portion of its assets assessed for the benefit of creditors, or having a receiver or trustee appointed.
- 16.** Contractor must promptly report to the City's Human Resources Director any conditions, transactions, situation, or circumstances encountered by the Contractor, which would impede or impair proper and timely performance of the contract.
- 17.** The City of Houston has sole discretion and reserves the right to cancel this RFP or to reject any or all proposals received prior to contract award.
- 18.** The City reserves the right to waive any formalities canceling this RFP, or to reject any or all proposals or any part thereof.
- 19.** The City reserves the right to request clarification of any proposal after all proposals have been received.
- 20.** The City reserves the right to select elements from different individual proposals and to combine and consolidate them in any way that best serves the City's interest. The City reserves the right to reduce the scope of the project and evaluate only the remaining elements from all proposals. The City reserves the right to reject specific elements contained in all proposals and complete the evaluation process based only on the remaining items.
- 21.** Proposers must furnish a "Certificate of Vote" signed by their Chief Executive officer or managing partners, which lists the specific officers who are authorized to execute agreements on behalf of the company.
- 22.** The selected Proposer must furnish a "Certificate of Registration" which authorizes them to conduct business in the State of Texas prior to the awarding of the contract. Such Registration is obtained from the Texas Secretary of State's Office, which will also provide the certification thereof.

23. After contract execution, the Proposer is the prime contractor and responsible party for contracting and communicating the work to be performed to subcontractors and for channeling other information between the City and subcontractors. Any subcontracting must be specified in the proposal. Any subcontracting not specified in the proposal will need prior express approval from the Human Resources Director.

24. Prime Contractor assumes total responsibility for the quality and quantity of all work performed, whether it is undertaken by the Prime Contractor or is subcontracted to another organization.

25. If subcontractor involvement is required in the use of license, patent, or proprietary process, the Prime Contractor is responsible for obtaining written authorization from the subcontractor to use the process or providing another process comparable to that which is required and which is acceptable to the City, all at no additional cost or liability to the City.

26. Contractor should make citizen satisfaction a priority in providing services under this Contract. Contractor's employees should be trained to be customer-service oriented and to positively and politely interact with citizens when performing contract services. Contractor's employees should be clean, courteous, efficient and neat in appearance at all times and committed to offering the highest degree of service to the public. If, in the Human Resources Director's determination, the Contractor is not interacting in a positive and polite manner with citizens, the Contractor shall take all remedial steps to conform to the standards set by this Contract and is subject to termination for breach of contract.

27. City representatives have the right to perform, or have performed, (1) audits of Contractor's books and records, and (2) inspections of all places where work is undertaken in connection with this Agreement. Contractor shall keep its books and records available for this purpose for at least three (3) years after this Agreement terminates. This provision does not affect the applicable statute of limitations.

28. The proposals shall become part of the City's official files without any obligation on the City's part and will be subject to the Texas Public Information Act.

29. All invoices for services provided as a result of this proposal for the period specified in the contract must be submitted within thirty (30) working days after contract termination to be considered for payment by the City of Houston.

Indemnity and Release

RELEASE

CONTRACTOR AGREES TO AND SHALL RELEASE THE CITY, ITS AGENTS, EMPLOYEES, OFFICERS, AND LEGAL REPRESENTATIVES (COLLECTIVELY THE "CITY") FROM ALL LIABILITY FOR INJURY, DEATH, DAMAGE, OR LOSS TO PERSONS OR PROPERTY SUSTAINED IN CONNECTION WITH OR INCIDENTAL TO PERFORMANCE UNDER THIS AGREEMENT, EVEN IF THE INJURY, DEATH, DAMAGE, OR LOSS IS CAUSED BY THE CITY'S SOLE OR CONCURRENT NEGLIGENCE AND/OR THE CITY'S STRICT PRODUCTS LIABILITY OR STRICT STATUTORY LIABILITY.

INDEMNIFICATION

CONTRACTOR AGREES TO AND SHALL DEFEND, INDEMNIFY AND HOLD THE CITY, ITS AGENTS, EMPLOYEES, OFFICERS, AND LEGAL REPRESENTATIVES (COLLECTIVELY THE "CITY") HARMLESS FOR ALL CLAIMS, CAUSES OF ACTION, LIABILITIES, FINES, AND EXPENSES

(INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES, COURT COSTS, AND ALL OTHER DEFENSE COSTS AND INTEREST) FOR INJURY, DEATH, DAMAGE, OR LOSS TO PERSONS OR PROPERTY SUSTAINED IN CONNECTION WITH OR INCIDENTAL TO PERFORMANCE UNDER THIS AGREEMENT INCLUDING, WITHOUT LIMITATION, THOSE CAUSED BY:

CONTRACTOR'S AND/OR ITS AGENTS', EMPLOYEES', OFFICERS', DIRECTORS', CONTRACTORS', OR SUBCONTRACTORS' (COLLECTIVELY IN NUMBERED PARAGRAPHS 1-3, "CONTRACTOR") ACTUAL OR ALLEGED NEGLIGENCE OR INTENTIONAL ACTS OR OMISSIONS;

THE CITY'S AND CONTRACTOR'S ACTUAL OR ALLEGED CONCURRENT NEGLIGENCE, WHETHER CONTRACTOR IS IMMUNE FROM LIABILITY OR NOT; AND

THE CITY'S AND CONTRACTOR'S ACTUAL OR ALLEGED STRICT PRODUCTS LIABILITY OR STRICT STATUTORY LIABILITY, WHETHER CONTRACTOR IS IMMUNE FROM LIABILITY OR NOT.

CONTRACTOR SHALL DEFEND, INDEMNIFY, AND HOLD THE CITY HARMLESS DURING THE TERM OF THIS AGREEMENT AND FOR FOUR YEARS AFTER THE AGREEMENT TERMINATES. CONTRACTOR'S INDEMNIFICATION IS LIMITED TO \$500,000 PER OCCURRENCE. CONTRACTOR SHALL NOT INDEMNIFY THE CITY FOR THE CITY'S SOLE NEGLIGENCE.

INDEMNIFICATION

CONTRACTOR SHALL REQUIRE ALL OF ITS SUBCONTRACTORS (AND THEIR SUBCONTRACTORS) TO RELEASE AND INDEMNIFY THE CITY TO THE SAME EXTENT AND IN SUBSTANTIALLY THE SAME FORM AS ITS RELEASE AND INDEMNITY TO THE CITY.

Indemnification Procedures

Notice of Claims:

If the City or Contractor receives notice of any claim or circumstances which could give rise to an indemnified loss, the receiving party shall give written notice to the other party within 10 days. The notice must include the following:

- a description of the indemnification event in reasonable detail,
- the basis on which indemnification may be due, and
- the anticipated amount of the indemnified loss.

This notice does not stop or prevent the City from later asserting a different basis for indemnification or a different amount of indemnified loss than that indicated in the initial notice. If the City does not provide this notice within the 10 days period, it does not waive any right to indemnification except to the extent that Contractor is prejudiced, suffer loss, or incurs expense because of the delay.

2. Defense of Claims:

A. Assumption of Defense: Contractor may assume the defense of the claim at its own expense with counsel chosen by it that is reasonably satisfactory to the City. Contractor shall then control the defense and any negotiations to settle the claim. Within 10 days after receiving written notice of the indemnification request, Contractor must advise the City as to whether or not it will defend the claim. If Contractor does not assume the defense, the City shall assume and control the defense, and all defense expenses constitute an indemnification loss.

Continued Participation:

If Contractor elects to defend the claim, the City may retain separate counsel to participate in (but not control)

the defense and to participate in (but not control) any settlement negotiations. Contractor may settle the claim without the consent or agreement of the City, unless it (i) would result in injunctive relief or other equitable remedies or otherwise require the City to comply with restrictions or limitations that adversely affect the City, (ii) would require the City to pay amounts that Contractor does not fund in full, (iii) would not result in the City's full and complete release from all liability to the plaintiffs or claimants who are parties to or otherwise bound by the settlement.

Insurance Requirements

The Contractor shall obtain and maintain in effect during the term of this agreement, insurance coverage as set forth below and shall furnish certificates of insurance showing the City as an additional insured, in duplicate form, prior to the beginning of the Contract. The City shall be named as an additional insured on all such policies except Professional Liability and Workers' Compensation and shall be primary to any other insurance. **The issuer of any policy shall have a Certificate of Authority to transact insurance business in the State of Texas or have a Best's rating of at least B+ and a Best's Financial Size Category of Class VI or better, according to the most current edition of Best's Key Rating Guide, Property-Casualty United States.**

Insurance

Comprehensive General Liability including Contractual Liability and Automobile Liability insurance shall be in at least the following amounts:

1. Commercial General Liability Insurance including Contractual Liability:

\$500,000 per occurrence;

\$1,000,000 aggregate, (defense costs excluded from face value of the policy)

2. Workers' Compensation including Broad Form All States Endorsement:

Amount shall be statutory amount.

Employer's Liability cannot be used as a substitute for Workers' Compensation

3. Automobile Liability (See Note Below):

\$1,000,000 Combined Single Limit per occurrence

4. Employer's Liability

Bodily injury by accident \$100,000 (each accident)

Bodily injury by disease \$100,000 (policy limit)

Bodily injury by disease \$100,000 (each employee)

5. Professional Liability Coverage

\$1,000,000 per occurrence

\$1,000,000 aggregate

6. Commercial Crime Policy

The Agency shall furnish a Commercial Crime Insurance Policy for ONE HUNDRED THOUSAND AND NO/100 Dollars (\$100,000.00) to the City that shall remain in effect throughout this Agreement. The Policy shall name the City of Houston as a loss payee as its interest may appear and the Agency as the party responsible for payment of any and all deductible amounts. The policy must be approved by the City Attorney. Upon Agency's execution of this Agreement Agency shall deliver the original policy to the Director.

7. City named as additional insured.

Automobile liability insurance for autos furnished or used in the course of performance of this Contract including Owned, Non-owned and Hired Auto coverage (Any Auto coverage may be substituted for Owned, Non-owned and Hired Auto coverage.) If no autos are owned by the Contractor, coverage may be limited to Non-owned and Hired Autos. If Owned Auto coverage cannot be purchased by Contractor, Scheduled Auto

coverage may be substituted for Owned Auto coverage. EACH AUTO USED IN PERFORMANCE OF THIS CONTRACT MUST BE COVERED IN THE LIMITS SPECIFIED.

All of the insurance required to be carried by the Contractor hereunder shall be by policies which shall require on their face, or by endorsement, that the insurance carrier waives any rights of subrogation against the City, and that it shall give thirty (30) days written notice to the City before they may be cancelled or materially changed. Within such thirty (30) day period, Contractor covenants that it will provide other suitable policies in lieu of those about to be cancelled or materially changed so as to maintain in effect the coverage required under the provisions hereof. Failure or refusal of the Contractor to obtain and keep in force the above required insurance coverage shall authorize the City, at its option, to terminate this Contract at once.

If any part of the work is sublet, similar insurance shall be provided by or in behalf of the Subcontractor to cover their operations, and the Contractor shall furnish evidence of such insurance, satisfactory to the City. In the event a Subcontractor is unable to furnish insurance in the limits required under the Contract, the Contractor shall endorse the Subcontractor as an Additional Insured on his policies excluding Workers' Compensation and Employer's Liability.

(See Insurance Requirements Exhibit for a sample insurance certificate format).

Only unaltered original insurance certificates endorsed by the underwriter are acceptable. Photocopies are unacceptable.

Contractor shall maintain in effect certain insurance coverage, which is described as follows:

2. Form of Policies: The Human Resources Director may approve the form of the insurance policies, but nothing the Human Resources Director does or fails to do relieves Contractor from its duties to provide the required coverage under this Agreement. The Human Resources Director's actions or in-actions do not waive the City's right under this Agreement.

3. Issuers of Policies: The issuer of any policy shall have a Certificate of Authority to transact insurance business in Texas or have a Best's rating of at least B+ and a Best's Financial Size Category of Class VI or better, according to the most current edition Best's Key Rating Guide, Property-Casualty United States.

4. Insured Parties: Each policy, except those for Workers Compensation, Employer's Liability, and Professional Liability, must name the City (and its officers, agents, and employees) as Additional Insured parties on the original policy and all renewals or replacements.

5. Deductibles: Contractor shall be responsible for and bear any claims or losses to the extent of any deductible amounts and waives any claim it may have for the same against the City, its officers, agents, or employees.

6. Cancellation: Each policy must state that it may not be canceled, materially modified, or non-renewed unless the insurance company gives the Human Resources Director 30 days' advance written notice. Contractor shall give written notice to the Human Resources Director within five days of the date on which total claims by any party against Contractor reduce the aggregate amount of coverage below the amounts required by this Agreement. In the alternative, the policy may contain an endorsement establishing a policy aggregate for the particular project or location subject to this Agreement.

7. Subrogation: Each policy must contain an endorsement to the effect that the issuer waives any claim or right of subrogation to recover against the City, its officers, agents, or employees.

8. Endorsement of Primary Insurance: Each policy, except Worker's Compensation and Professional Liability (if any), must contain an endorsement that the policy is primary to any other insurance available to the Additional Insured with respect to claims arising under this Agreement.

9. Liability for Premium: Contractor shall pay all insurance premiums, and the City shall not be obligated to pay any premiums.

10. Subcontractors: Contractor shall require all subcontractors to carry insurance naming the City as an additional insured and meeting all of the above requirements except amount. The amount must be commensurate with the amount of the subcontract, but in no case less than \$500,000 per occurrence. Contractor shall provide copies of insurance certificates to the Human Resources Director.

11. Proof of Insurance

A. On the Effective Date and at any time during the Term of this Agreement, Contractor shall furnish the Human Resources Director with Certificates of Insurance, along with an Affidavit from Contractor confirming

that the Certificates accurately reflect the insurance coverage maintained. If requested in writing by the Human Resources Director, Contractor shall furnish the City with certified copies of Contractor's actual insurance policies.

B. Contractor shall continuously and without interruption, maintain in force the required insurance coverages specified in this Section. If Contractor does not comply with this requirement, the Human Resources Director, at his or her sole discretion, may

Immediately suspend Contractor from any further performance under this Agreement and begin procedures to terminate for default, or

Purchase the required insurance with City funds and deduct the cost of the premiums from amounts due to Contractor under this Agreement.

C. The City shall never waive or be stopped to assert its right to terminate this Agreement because of its acts or omissions regarding its review of insurance documents.

12. Other Insurance: If requested by the Human Resources Director, Contractor shall furnish adequate evidence of Social Security and Unemployment Compensation Insurance, to the extent applicable to Contractor's operations under this Agreement.

Contractor Performance Language

Contractor should make citizen satisfaction a priority in providing services under this Contract. Contractor's employees should be trained to be customer-service oriented and to positively and politely interact with citizens when performing contract services. Contractor's employees should be clean, courteous, efficient and neat in appearance at all times and committed to offering the highest degree of service to the public. If, in the Human Resources Director's determination, the Contractor is not interacting in a positive and polite manner with citizens, the Contractor shall take all remedial steps to conform to the standards set by this Contract and is subject to termination for breach of contract.

Inspections and Audits

City representatives have the right to perform, or have performed, (1) audits of Contractor's books and records, and (2) inspections of all places where work is undertaken in connection with this Agreement. Contractor shall keep its books and records available for this purpose for at least three (3) years after this Agreement terminates. This provision does not affect the applicable statute of limitations.

VI. EVALUATION OF PROPOSAL

The Human Resources Department shall evaluate proposals using the following criteria:

- A. Quality of response submitted (all questions addressed)
- B. Experience with providing similar services
- C. Experience of agency staff
- D. Ability to meet timing requirements to fulfill an order
- E. Reasonableness of cost projections
- F. Ability to offer qualified temporary employees in a timely manner

Proposers should bear in mind that any proposal that is unrealistic in terms of commitments, or unrealistically high or low in cost, will be deemed reflective of the Proposers lack of competence or failure to understand the City's requirements set forth in this RFP.

Proposers shall neither contact nor lobby evaluators during the evaluation process. Attempts by a Proposer to contact and/or influence evaluators may result in disqualification of proposal.

EXHIBIT 1

TRANSMITTAL CHECKLIST

IMPORTANT**2006 Agency Transmittal Checklist**

AGENCY NAME: _____

Please check appropriate response line.

1.	One Original and Four (4) copies provided	Yes		No	
2.	Title Page	Yes		No	
3.	Table of Contents	Yes		No	
4.	Transmittal Letter and Transmittal Checklist	Yes		No	
5.	Cost of Services (include diskette) a. Payrolling percentage & breakdown b. Contract position rates & breakdown c. Specialized personnel percentage & breakdown d. Drug test charge	Yes		No	
6.	Scope of Services Signature Page	Yes		No	
7.	Insurance Certificate or Letter of Intent to Comply: General and Professional Liability Auto Liability Worker Compensation	Yes Yes Yes	 _____ _____ _____	No No No	 _____ _____ _____
8.	The City is named as an Additional Insured	Yes		No	
9.	License to operate in Texas	Yes		No	
10.	Affidavit of Ownership/Control	Yes		No	
11.	Financial Statement	Yes		No	
12.	Years in business (Total) (Houston)	# Yrs			
13.	References (4 letters from business reference and 1 bank reference)				
14.	Minority Firm (certified by City as MWDBE)	Yes		No	
15.	Immigration Act statement	Yes		No	
16.	Fair Campaign Ordinance Submission List	Yes		No	
17.	Drug Policy Compliance Declaration & Agreement	Yes		No	
18.	Form 6559 Transmitter Report	Yes		No	
19.	EEO Breakdown of permanent and temporary employees	Yes		No	
20.	Number of Temporaries available (temp agency only)	#			
21.	Employee Handbook				
22.	Anti-Collusion Statement	Yes		No	
23.	Conflict of Interest Form	Yes		No	

EXHIBIT 2

**CONTRACT POSITION TITLE
JOB DESCRIPTIONS**

**CITY OF HOUSTON JOB DESCRIPTIONS
2006 PROPOSAL - TEMPORARY SERVICES**

Job Category: **Administrative/Clerical Personnel**

Job Titles

Account Clerk
Senior Account Clerk
Cashier
Clerk Typist
Clinic Assistant
Customer Service Representative
Data Entry Operator
Senior Data Entry Operator
General Clerk
Senior Clerk
Senior Imaging Technician
Receptionist
Secretary
Senior Secretary
Administrative Aide

Job Category: **Professional/Technical**

Job Titles

Accountant
Senior Accountant
Administrative Assistant
Administrative Specialist
Administrative Coordinator
Nurse Practitioner
Licensed Vocational Nurse
Public Health Nurse II (RN)
Public Health Investigator
Nutritionist

Job Category: **Service Maintenance**

Job Titles

Driver/Messenger
Laborer/Utility Worker
Refuse Laborer
Inventory Management Clerk
Senior Inventory Management Clerk
Equipment Operator I

CITY OF HOUSTON JOB DESCRIPTION

JOB CATEGORY: ADMINISTRATIVE/CLERICAL PERSONNEL

JOB TITLE: ACCOUNT CLERK

Performs general clerk and accounting activities within highly structured job parameters. Performs routine and repetitive tasks in the general accounting, accounts payable and auditing functions. Receives and distributes departmental mail. Verifies information. Post journal entries. Summarizes and prepares internal financial reports e.g., petty cash, accounts receivable/payable, payroll. Basic knowledge of grammar, spelling, punctuation and simple mathematical functions like percentages, ratios, etc. as might normally be acquired through attainment of a high school diploma or a GED. Six months of clerical accounting experience are required. Computer skills needed: LAN Environment, Microsoft Windows Operating Systems, Microsoft Word, Microsoft Excel, Microsoft Access, Microsoft PowerPoint, and WordPerfect

JOB TITLE: SENIOR ACCOUNT CLERK

Performs standard accounting tasks with moderate complexity with various City departments. Under general supervision, performs a variety of routine accounting functions in accordance with standard procedures. Processes payments and compiles segments of monthly closing, annual reports, etc. Prepares simple financial statements, charts, tables, etc., for use in reports. Records disbursements, expenses, and other payments. Prepares vouchers and posts day-to-day transactions. Answer customer inquiries. Basic knowledge of grammar, spelling, punctuation and simple mathematical functions like percentage, ratios, etc. as might normally be acquired through attainment of a high school diploma or a GED. One year of clerical accounting experience is required. Computer skills needed: LAN Environment, Microsoft Windows Operating Systems, Microsoft Word, Microsoft Excel, Microsoft Access, Microsoft PowerPoint, and WordPerfect

JOB TITLE: CASHIER

Performs routine tasks related to collecting and recording payments and fees from customers. Accountable for accurate handling of money and courteous customer service. Answers customer's questions. Operates cash registers, ten-key adding machines, parking gates, ticket machines, clocks and similar mechanical devices integral to the specific collection activity. Ability to read, write, add, subtract, and follow oral and or basic written instructions as might normally be acquired through nine to eleven years of formal schooling. No special knowledge of any subject area or technical field is required. No experience is required.

JOB TITLE: CLERK TYPIST

Performs typing and simple clerical duties, including maintaining records and files and distributing mail. Type correspondence, reports, charts, requisitions, lists labels, etc. Distributes incoming and outgoing mail. Answers telephone and greet visitors on occasion. Assists with various projects as requested. Ability to read, write, add, subtract and follow oral and/or basic written instructions as might normally be acquired through 9 to 11 years of formal schooling. No special knowledge of any subject area or technical field is required. No experience is required. TYPING 50 WPM.

CITY OF HOUSTON JOB DESCRIPTION

JOB TITLE: CLINIC ASSISTANT

Assists with related health center, hospital, home, mobile unit, or jail clinic duties under the supervision of a registered nurse or jail medical specialist. Collects and labels urine and blood samples. Performs simple tests or sends specimens to laboratory for analysis. Maintains records of all transactions. Assists in inventorying, ordering and maintaining supplies and equipment. Assists the Physician, Nurse Practitioner or Nurse as directed. Assesses inmates' health through the use of a standardized intake questionnaire and refers them to jail clinic, police, or medical isolation. Inputs initial medical screening into on-line database for all persons admitted to jail. Requires a high school diploma or GED certificate. Completion of Medical Assistant coursework is preferred. Certification by the State of Texas as an Emergency Medical Technician (EMT) is required. Completion of a standardized program of medical education, which provides training in physical assessments, therapeutic planning and emergency procedures, may be substituted for the above. Six months of related experience in a medical clinic, hospital or other health care facility are required.

JOB TITLE: CUSTOMER SERVICE REPRESENTATIVE

Researches, analyzes and resolves customer complaints to provide quality customer assistance. Provides general information to customers on account balance, services, delinquent accounts and adjustments. Performs data entry activities to record information. Receives calls using the automatic call distribution system to provide customers information on bills. Basic knowledge of grammar, spelling, punctuation and simple mathematical functions like percentages, ratios, etc. as might normally be acquired through attainment of a high school diploma or a GED. Six months of administrative or customer service related experience is required.

JOB TITLE: DATA ENTRY OPERATOR

Enters data from various source documents, and provide information necessary for the processing of specific administrative reports, forms, certificates, and other documents. Performs routine work in the operations of automatic data entry devices. May assist general data entry activities (inputting/retrieving information) from a variety of source documents. Types, proofreads and edits reports, documents and forms. Verifies converted data for accuracy. Knowledge of grammar, punctuation and mathematical functions as might be acquired through specialized training of up to 9 months of education or training operation of mechanical or electronic equipment. Six months of data entry experience, or clerical/secretarial experience with a heavy volume of typing are required.
TYPING 40 WPM

CITY OF HOUSTON JOB DESCRIPTION

JOB TITLE: SENIOR DATA ENTRY OPERATOR

Acts as lead-worker entering data from various documents to provide information necessary for the processing of specific legal and administrative reports, forms, certificates and data. Monitors input to ensure compliance with production schedules. Enters data through electronic keyboard to record or verify a variety of complex or uncoded data with a high level of speed and accuracy. Leads and monitors the work activities of data entry personnel. Sorts and files various reports and documents. Performs conversion of data from original documents and coded forms into formatted input for electronic data processing by schedule. May have simple vocational competence in the operation of mechanical or electronic equipment. Must have 2 years of data experience, or clerical/secretarial experience with a heavy volume of typing, are required. **Computer skills needed: LAN Environment, Microsoft Windows Operating Systems, Microsoft Word, Microsoft Excel, Microsoft Access, Microsoft PowerPoint, and WordPerfect**

JOB TITLE: GENERAL CLERK

Performs basic clerical duties such as filing, greeting and assisting visitors, answering telephones, copying data, compiling records, posting, distributing mail and other incidental clerical duties. Operate office machines such as calculator and copier. May perform light typing duties. May do elementary mathematical calculations. Ability to read, write, add, subtract and follow oral and/or basic written instructions. No special knowledge of any subject or technical field is required. No experience is required.

JOB TITLE: SENIOR CLERK

Performs complex clerical and general office functions, including preparing and maintaining records and files, typing, processing mail and answering telephones. Operates office machines such as calculator, typewriter, and copier. May operate a terminal console or related office equipment in fulfilling work assignments. Assists with various projects as requested. Ability to read, write, add, subtract and follow oral and or basic written instructions. No special knowledge of any subject area or technical field is required. One year of clerical experience is required.

JOB TITLE: SENIOR IMAGING TECHNICIAN

Assigns and reviews all functions of microfilm and/or reproduction personnel in preparing, filming and reproducing documents. Assigns, trains and leads microfilming personnel. Assists in filming and reproducing documents, typing and proofreading. May process and run test film and insert documents into jackets. Prepares reports, records and logs and handles phone inquiries concerning various requests. Basic knowledge of grammar, spelling, punctuation, and simple mathematical functions like percentages, ratios, etc. as might normally be acquired through attainment of a high school diploma or a GED. One year of duplication/imaging experience is required

CITY OF HOUSTON JOB DESCRIPTION

JOB TITLE: RECEPTIONIST

Answers incoming telephone calls and greets and or directs visitors. Performs telephone switchboard duties, direct calls, inquiries and complaints to the proper persons and take messages. Performs light typing, sorting and filing duties as needed. Assists with various projects as requested. Basic knowledge of grammar, spelling, punctuation and simple mathematical functions like percentages, ratios, etc. as might normally be acquired through attainment of a high school diploma or a GED. Six months of general clerical experience is required.

JOB TITLE: SECRETARY II

Performs varied and complex tasks, including typing, filing, screening calls, and taking and transcribing dictation. Keeps financial and other records, responds to routine and non-routine inquiries using standardized formats, and receives and directs inquiries. Must be computer literate. One year of clerical or secretarial experience is required. Basic knowledge of grammar, spelling, punctuation and simple mathematical functions like percentages, ratios, etc. normally acquired through attainment of a high school diploma or GED. Typing 60 WPM. Computer skills needed: LAN Environment, Microsoft Windows Operating Systems, Microsoft Word, Microsoft Excel, Microsoft Access, Microsoft PowerPoint, WordPerfect for Windows, Quattro Pro & Lotus.

JOB TITLE: SENIOR SECRETARY

Performs varied and complex clerical tasks for a manager or assistant manager, including typing, filing, screening calls, assisting with basic project coordination and taking and transcribing dictation. Must be computer literate in various software applications. Two years of secretarial or closely related clerical support experience are required. Effective organizational and communication skills. Basic knowledge of grammar, spelling, punctuation and simple mathematical functions like percentages, ratios, etc. normally acquired through attainment of a high school diploma or a GED. Typing 60 WPM Computer skills needed: LAN Environment, Microsoft Windows Operating Systems, Microsoft Word, Microsoft Excel, Microsoft Access, Microsoft PowerPoint, and WordPerfect

JOB TITLE: ADMINISTRATIVE AIDE

Performs complex clerical and administrative support duties including organizing and maintaining record keeping systems and researching and preparing simple reports. Work requires judgment in the selection and interpretation of data and a thorough knowledge of department and city policy and procedures dealing with area of responsibility. Types, proofreads and edits correspondence, reports, requisitions, etc., answers telephone, sorts mail, operates photocopier and various other office equipment. Assists with special projects as requested. Basic knowledge of grammar, spelling, punctuation and simple mathematical functions like percentage, ratios, etc. as might normally be acquired through attainment of a high school diploma or a GED. One year of clerical or administrative experience is required. Computer skills needed: LAN Environment, Microsoft Windows Operating Systems, Microsoft Word, Microsoft Excel, Microsoft Access, Microsoft PowerPoint, and WordPerfect

CITY OF HOUSTON JOB DESCRIPTION

JOB CATEGORY: PROFESSIONAL/TECHNICAL

JOB TITLE: ADMINISTRATIVE ASSISTANT

Performs responsible administrative functions relative to the development and implementation of policies and procedures in the assigned department. Report directly to a division head and/or handles material and information of a somewhat sensitive nature. Prepares, edits and revises correspondence reports and other documents. Investigates problems and potential problems by means of written and verbal communications, prepares findings and recommends solutions. Organizes the cataloging, retention and retrieval of department documents. Assists with department budget preparation and monitoring. Two years of administrative experience is required. This position request a Bachelors degree in Business Administration, Liberal Arts, or related field, and or professional administrative experience may be substituted for the above education requirement on a year-for-year basis._Computer skills needed: LAN Environment, Microsoft Windows Operating Systems, Microsoft Word, Microsoft Excel, Microsoft Access, Microsoft PowerPoint, and WordPerfect

JOB TITLE: ADMINISTRATIVE SPECIALIST

Performs varied professional administrative functions in the research, development, and interpretation of the assigned department's fiscal and operational policies and procedures. Interprets and disseminates administrative policies and procedural revisions for staff implementation. Composes correspondence, directives, speeches, etc.; prepares drafts on various departmental matters and edits material as required. Prepares and analyzes the department's annual budget and budget revisions; manages expenditures and monitors line item balances. Conducts study of department organization and operations; coordinates preparation of report on findings; offers recommendations concerning various problems. Participates in special projects as assigned. Three years of administrative experience are required. This position request a Bachelors degree in Business Administration, Liberal Arts, or related field, and or professional administrative experience may be substituted for the above education requirement on a year-for-year basis. Computer skills needed: LAN Environment, Microsoft Windows Operating Systems, Microsoft Word, Microsoft Excel, Microsoft Access, Microsoft PowerPoint, WordPerfect for Windows, Quattro Pro & Lotus.

JOB TITLE: ADMINISTRATIVE COORDINATOR

Performs varied professional administrative functions associated with organizing the development and implementation of administrative and supervisory activities of the assigned department/division. May coordinate division/department financial operations, including budget planning, integration and oversight, project cost analysis, expenditure control and accounting procedures. May coordinate the planning, research, presentation, promotion and evaluation of special programs such as grants. May guide, train, and evaluate staff. Participates in special projects as assigned. Five years of administrative experience are required. This position request a Bachelors degree in Business Administration, Liberal Arts, or related field, and or professional administrative experience may be substituted for the above education requirement on a year-for-year basis._Computer skills needed: LAN Environment, Microsoft Windows Operating Systems, Microsoft Word, Microsoft Excel, Microsoft Access, Microsoft PowerPoint, and WordPerfect

CITY OF HOUSTON JOB DESCRIPTION

JOB TITLE: ACCOUNTANT

Performs a variety of entry-level professional accounting activities including account entries, disbursements, verifications, reconciliations, and report preparation. Maintains petty cash account, ensuring timely and accurate disbursement. Prepares bank deposits. Reconciles revenue accounts on inventory sales. Prepares journal entries and financial statements using computer software. Analyzes financial reports and records. Utilizes computers to input, retrieve and display accounting information. Requires a Bachelor's degree in Accounting, Business Administration or a closely related field such as Finance, with a minimum of 18 hours in Accounting. No experience is required.

JOB TITLE: SENIOR ACCOUNTANT

Performs a variety of complex professional accounting activities under minimum supervision. Plans and carries out broad assignments with responsibility for recommending changes in accounting methods and procedures. Reviews and reconciles appropriate accounts and/or contracts with monthly statements and reports. Prepares journal entries, financial statements and monthly reports using computer software. May prepare budgets and budget modifications, as appropriate. Assists with special accounting projects as required. Utilizes computer to input, retrieve and display accounting information. Requires a Bachelor's degree in Accounting, Business Administration or a closely related field such as Finance, with a minimum of 18 hours in Accounting. Two years of professional accounting experience are required.

JOB TITLE: LICENSE VOCATIONAL NURSE

Performs basic nursing responsibilities and assists with related health clinic, hospital, home or mobile unit duties under the supervision of a Registered Nurse. Interviews patients and records their medical history; verifies medical history, screens immunization records. Maintains inventory of supplies and medications and cleanliness of the office/clinic. Assists in compiling statistical data for reports. Requires a high school diploma or GED certificate and graduation from a school of vocational or practical nursing. One year of nursing experience is required. Must have a current vocational nursing license from the State of Texas.

JOB TITLE: NURSE PRACTITIONER

Provides general medical care and treatment to assigned patients in facilities such as clinics and health centers under written standing orders from a physician. Interviews patients; records their health and social histories. Requests, interprets and evaluates diagnostic tests to identify and assess patients' clinical problems and health care needs. Coordinates and administers prescribed medications and therapeutic agents. Consults with physicians and other health professionals. Assists the nursing staffs with teaching demonstrations; interprets proposed patient instructions. Monitors patient records for inclusion of appropriate findings and recommendations; participates in quality improvement activities. Participates in a patient care team in a clinic setting along with social workers, nutritionists, and personnel from other disciplines. A Bachelor of Science degree in Nursing and completion of nurse practitioner training from an accredited school or certificate-accredited educational program acceptable to the Board of Nursing Examiners is required. Must be licensed to practice as a Registered Nurse in the State of Texas. No experience is required.

CITY OF HOUSTON JOB DESCRIPTION

JOB TITLE: PUBLIC HEALTH NURSE II (RN)

Provides direct nursing care in a health center, mobile unit, hospital or patient's home under general supervision. Interviews and counsels patients regarding good health practices; makes referrals to other agencies when necessary. Administers and issues medication, tests and immunizations to patients. Assists with patient follow-up. Compiles patient data; maintains patient files; prepares and submits scheduled reports. Educates patients and community regarding services offered through City Health Department clinics. Requires graduation from an accredited school of nursing. A Bachelor of Science degree in nursing is preferred. Must be licensed to practice as a registered nurse in the State of Texas. One year of experience as a practicing registered nurse is required.

JOB TITLE: PUBLIC HEALTH INVESTIGATOR

Performs basic disease intervention activities relating to the control of communicable diseases among residents of the city. Conducts confidential interviews and investigations of patients diagnosed with or suspected of having communicable diseases. Conducts confidential counseling for persons who may be at high risk of infection and offers appropriate referrals. Performs field investigations to locate patients who have or are suspected of having a communicable disease and motivates them to seek appropriate treatment and follow-up. Delivers medication as ordered by physician, observes patients taking medication, and documents results of toxicity questionnaires. Facilitates patient referrals to clinics. Documents all official activities on appropriate forms. Performs venipuncture or skin tests on an as-needed basis. Requires a valid Texas driver's license and compliance with the City of Houston's policy on driving. Two years of experience with public contact in the social service or public health field or in a high-volume customer service environment are required.

JOB TITLE: NUTRITIONIST

Oversees, plans, analyzes and monitors the delivery of health nutrition services for the Health Department and the community. Identifies patient eligibility for social service programs; refers patient to proper social service agency. Develops and conducts nutrition classes and programs. Compiles and maintains statistical site and patient information; may prepare reports as directed. Maintains supply inventory and equipment maintenance. Requires a Bachelor of Science degree in Nutrition or Dietetics; and the successful completion of an internship, which meets the approval of the A.D.A. Must have a valid Texas driver's license and comply with the City of Houston policy on driving. No experience is required. Registration with the American Dietetic Association (RD) is preferred. Depending on assignment may require both Registration (RD) and state of Texas license (LD), if working in areas involving Medicare/Medicaid reimbursement.

CITY OF HOUSTON JOB DESCRIPTION

JOB CATEGORY: SERVICE/MAINTENANCE

JOB TITLE: DRIVER MESSENGER

Performs internal and external delivery and messenger services. Collects, sorts and delivers items, such as mail, cash deposits, supplies and packages, from City locations and external vendors. May assist in mailroom or perform other clerical duties, such as typing and copying, when not collecting or delivering items. May assist in sorting supplies in supply room, may drive city vehicle frequently and must have appropriate licenses. Ability to read, write, add, subtract and follow oral and/or basic written instructions as might normally be acquired through 9 to 11 years of formal schooling. No special knowledge of any subject area or technical field is required. No experience is required.

JOB TITLE: LABORER/UTILITY WORKER I

Performs a series of limited maintenance and repair activities for structures, facilities and equipment to provide a safe, hygienic and quality environment. Operates hand and power tool equipment. Monitors inventory control. Provides effective maintenance and mechanical service for general utilities. Flushes, cleans and televises sewer lines. May pick up refuse at designated sites. Assembles and tests various types of meters. May and maintain fire hydrants. Reads and monitors gauges. May operate vehicles to and from work locations. Very fundamental levels of the ability to read, write and follow simple oral instructions as might normally be acquired through up to 8 years of formal schooling. Must have a valid Texas Class C driver's license and comply with the City of Houston's policy on driving. No experience is required.

JOB TITLE: REFUSE LABORER

Performs routine unskilled physical labor in the collection of refuse. Empties and cleans truck. Operates packer control on collection truck. Answers citizens' questions regarding proper contents, packing weight, container types pick-up times and placement of garbage containers. May drive refuse truck provided individual has appropriate commercial driver's license. Very fundamental levels of the ability to read, write and follow simple oral instruction as might normally be acquired through up to 8 years of formal schooling. No experience is required.

JOB TITLE: INVENTORY MANAGEMENT CLERK

Performs manual and clerical tasks in the ordering, purchasing, receiving, stocking, storing, issuance, distribution, maintenance and repair of various parts, tools, materials, supplies, equipment, inventory and/or surplus property. Perform other duties as required. Assists in receiving, storing, and preparing equipment and materials for disposal. Basic knowledge of grammar, spelling, punctuation and simple mathematical functions like percentages, ratios, etc. as might normally be acquired through attainment of a high school diploma or a GED. May require a valid Texas driver's license and compliance with the City of Houston's policy on driving. Three months of inventory control, materials management, record keeping or clerical experience is required. May require experience in operating a forklift and other motorized or non-motorized materials handling equipment.

CITY OF HOUSTON JOB DESCRIPTION

JOB TITLE: SENIOR INVENTORY MANAGEMENT CLERK

Performs clerical and administrative support tasks in the ordering, purchasing, receiving, stocking, storing issuance, distribution, maintenance and repair of various parts, tools, materials, supplies, equipment, inventory or surplus property. Perform other duties as required. Assists in creating, revising or implementing procedures and guidelines for storage, inventory control, material management, safety, security or basic accounting practices. Basic knowledge of grammar, spelling, punctuation and simple mathematical functions like percentages, ratios, etc. as might normally be acquired through attainment of a high school diploma or a GED. May require a valid Texas driver's license and compliance with the City of Houston's policy on driving. Two years of inventory control, materials management, record keeping or clerical experience is required. May require experience in operating a forklift and other motorized or non-motorized materials handling equipment.

EXHIBIT 3

COST OF SERVICES

ATTACHMENT 3-A
Contract Rates

ATTACHMENT 3-B
Payrolling Mark-up

ATTACHMENT 3-C
Specialized Mark-up

ATTACHMENT 3-D
Drug Test Charge

ATTACHMENT 3-1
Position Type Definitions

ATTACHMENT 3-2
Temporary Services Utilization

2006 PROPOSAL TEMPORARY SERVICES CONTRACT POSITIONS RATE REQUEST

PLEASE PROVIDE THE INFORMATION REQUESTED BELOW IN COLUMNS B THROUGH E

Proposer: _____

A POSITION TITLE		B PAYRATE \$	C MARKUP RATE DISCLOSURE BY %							D BILL RATE \$	E # OF PERSONNEL AVAILABLE
			FICA	SUTA	FUTA	W.C.	OTHER	PROFIT	TOTAL MARKUP		
ACCOUNT CLERK	1		%	%	%	%	%	%	%		
SENIOR ACCOUNT CLERK	1		%	%	%	%	%	%	%		
CASHIER	1		%	%	%	%	%	%	%		
CLERK TYPIST	1		%	%	%	%	%	%	%		
CLINIC ASSISTANT	1		%	%	%	%	%	%	%		
CUSTOMER SERVICE REPRESENTATIVE	1		%	%	%	%	%	%	%		
DATA ENTRY OPERATOR	1		%	%	%	%	%	%	%		
SENIOR DATA ENTRY OPERATOR	1		%	%	%	%	%	%	%		
GENERAL CLERK	1		%	%	%	%	%	%	%		
SENIOR CLERK	1		%	%	%	%	%	%	%		
SENIOR IMAGING TECHNICIAN	1		%	%	%	%	%	%	%		
RECEPTIONIST	1		%	%	%	%	%	%	%		
SECRETARY	1		%	%	%	%	%	%	%		
SENIOR SECRETARY	1		%	%	%	%	%	%	%		
ACCOUNTANT	2		%	%	%	%	%	%	%		
SENIOR ACCOUNTANT	2		%	%	%	%	%	%	%		
ADMINISTRATIVE AIDE	1		%	%	%	%	%	%	%		
ADMINISTRATIVE ASSISTANT	2		%	%	%	%	%	%	%		
ADMINISTRATIVE SPECIALIST	2		%	%	%	%	%	%	%		
ADMINISTRATIVE COORDINATOR	2		%	%	%	%	%	%	%		
LICENSED VOCATIONAL NURSE	2		%	%	%	%	%	%	%		
NURSE PRACTITIONER	2		%	%	%	%	%	%	%		
PUBLIC HEALTH NURSE II (RN)	2		%	%	%	%	%	%	%		
PUBLIC HEALTH INVESTIGATOR	2		%	%	%	%	%	%	%		
NUTRITIONIST	2		%	%	%	%	%	%	%		
DRIVER MESSENGER	3		%	%	%	%	%	%	%		
LABORER/UTILITY WORKER I	3		%	%	%	%	%	%	%		
REFUSE LABORER	3		%	%	%	%	%	%	%		
EQUIPMENT OPERATOR I	3		%	%	%	%	%	%	%		
INVENTORY MGMT CLERK	3		%	%	%	%	%	%	%		
SENIOR INVENTORY MGMT CLERK	3		%	%	%	%	%	%	%		

"No Bid" on this rate sheet requires an explanation.

1. Administrative / Clerical
2. Professional / Technical
3. Service / Maintenance

TEMPORARY EMPLOYEE SERVICES 2006 PROPOSAL PAYROLLING MARKUP RATE REQUEST

Proposer: _____

The City of Houston is requesting markup rates in regards to providing payrolling services in FY2007. Payrolling is comprised of the following three (3) groups, Administrative, Industrial-1, Industrial-2.

Please indicate Administrative and Industrial percent markup and breakdown the cost for each type under Markup Rate Disclosure.

Administrative	Industrial - 1	Industrial - 2
Markup Rate Disclosure	Markup Rate Disclosure	
FICA _____ %	FICA _____ % _____ %	
SUTA _____ %	SUTA _____ % _____ %	
FUTA _____ %	FUTA _____ % _____ %	
WC _____ %	WC _____ % _____ %	
OTHER _____ %	OTHER _____ % _____ %	
PROFIT _____ %	PROFIT _____ % _____ %	
 Total Markup _____ %	 Total Markup _____ % _____ %	

You must indicate payrolling percent markup on **Administrative** and/or **Industrial - 1 & 2**.

"No Bid" on this rate sheet requires an explanation.

**TEMPORARY EMPLOYEE SERVICES
2006 PROPOSAL SPECIALIZED PERSONNEL MARKUP RATE REQUEST**

Proposer: _____

Please indicate the specialized personnel markup percent and breakdown the cost under the Markup Rate Disclosure.

Markup Rate Disclosure

FICA	_____	%
SUTA	_____	%
FUTA	_____	%
WC	_____	%
OTHER	_____	%
PROFIT	_____	%
Total Markup	_____	%

(This must be the same percent on all specialized personnel requested from your agency).

"No Bid" on this rate sheet requires an explanation.

Job Order Methods and Position Type Definitions

Contract Rates provided on Attachment 3-A, Contract Rates and Mark-Up.

Defined by the Job Descriptions provided in Exhibit 2. The contracting firm will staff, suitably screen and timely provide dependable temporary employees who at a minimum meet the defined job description requirements.

Payrolling Rates provided on Attachment 3-B, Payrolling Mark-Up.

Defined as the process of allowing the City of Houston to refer qualified personnel for temporary employment for any reason or length of time with a contracting firm. The contracting firm will prepare payroll checks, make necessary deductions and take care of payroll taxes and insurance required by federal, state or local jurisdictions. Payrolling for temporary employee is comprised of the following groups (Administrative, Industrial 1, Industrial 2):

Administrative positions are those that are primarily administrative in nature regarding duties and responsibilities for exempt and non-exempt jobs. Examples are clerical, secretarial and professional.

Industrial positions are those whose duties and responsibilities typically are covered by higher workers' compensation costs and the city is classifying these positions as **Industrial 1** and **Industrial 2**.

The categories are:

- ❑ **Industrial 1** - *Laborers/Utility Workers, Refuse Laborers, Commercial Driver/Messenger, Maintenance/Diesel Mechanics, Painters, Kennel Attendants.
- ❑ **Industrial 2** - *LVNs, Registered Nurse, Nurse Practitioner.

*This is not an inclusive list.

Specialized Personnel Rates provided on Attachment 3-C, Specialized Mark-Up.

Defined as workers recruited by the contracting firm with special skills who may be needed to fill a particular position on a one-time or infrequent basis, and the position request to be filled is not identified in Exhibit 2 Contract Position Title Descriptions or Attachment 3-A Contract Rates.

Attachment 3-2a**TEMPORARY EMPLOYEE SERVICES UTILIZATION
BY POSITION TYPE AND AGREEMENT CATEGORIES**

Position Type	Requests	Hours
ADMINISTRATIVE	57%	58%
Contract	39%	43%
Payroll	38%	43%
Specialized	23%	14%
	100%	100%
INDUSTRIAL 1	41%	40%
Contract	54%	57%
Payroll	40%	43%
Specialized	6%	0%
	100%	100%
INDUSTRIAL 1 - Continued	2%	2%
Contract	17%	9%
Payroll	80%	88%
Specialized	4%	3%
	100%	100%
Total Program	100%	100%

Based on approx. 4,800 requests and 785,000 hours

Attachment 3-2b**TEMPORARY EMPLOYEE SERVICES UTILIZATION
BY AGREEMENT AND POSITIONS TYPE CATEGORIES**

Position Type	Requests	Hours
CONTRACT	45%	47%
Administrative	50%	52%
Industrial 1	49%	47%
Industrial	1%	0%
	100%	100%
PAYROLL	40%	43%
Administrative	55%	57%
Industrial 1	41%	39%
Industrial	5%	4%
	100%	100%
SPECIALIZED	16%	10%
Administrative	83%	77%
Industrial 1	17%	22%
Industrial	1%	1%
	100%	100%
Total Program	100%	100%

Based on approx. 4,800 requests and 785,000 hours

Attachment 3-2c

**TEMPORARY EMPLOYEE SERVICES UTILIZATION
BY MAJOR CATEGORY AND POSITIONS**

NAME	% SPENT	AVG ASSIGNMENT
ADMINISTRATIVE		
SENIOR CLERK	20%	5.9 week(s)
CUSTOMER SERVICE REPRESENTATIVE	16%	6.6 week(s)
DATA ENTRY OPERATOR	6%	6.0 week(s)
PROJECT MANAGER	6%	8.8 week(s)
LEGAL ASSISTANT III	5%	8.6 week(s)
SENIOR SECRETARY	3%	7.0 week(s)
ADMINISTRATIVE ASSISTANT	3%	4.8 week(s)
PUBLIC HEALTH INVESTIGATOR-ADMIN	2%	5.5 week(s)
ADMINISTRATIVE AIDE	2%	5.8 week(s)
MANAGEMENT ANALYST IV	2%	5.9 week(s)
ADMINISTRATIVE SUPERVISOR	2%	12.6 week(s)
DATA CONTROL CLERK	2%	6.5 week(s)
CASEWORKER-KATRINA HOUSING	2%	7.8 week(s)
MANAGEMENT INTERN	2%	5.1 week(s)
SENIOR DATA ENTRY OPERATOR	1%	5.5 week(s)
FINANCIAL ANALYST III	1%	7.2 week(s)
ADMINISTRATIVE SPECIALIST	1%	6.2 week(s)
M.A.T. DRIVER	1%	9.8 week(s)
MUNICIPAL COURTS SUPERVISOR	1%	8.0 week(s)
FINANCIAL ANALYST IV	1%	7.3 week(s)
COUNSELOR	1%	6.8 week(s)
PLANNING DIRECTOR	1%	6.7 week(s)
ADMINISTRATIVE ASSOCIATE	1%	5.3 week(s)
SYSTEMS ACCOUNTANT IV	1%	9.9 week(s)
CUSTOMER SERVICE SUPERVISOR	1%	8.2 week(s)
CONTRACT SPECIALIST	1%	6.2 week(s)
PROJECT COORDINATOR	1%	5.8 week(s)
ADMINISTRATIVE ASSISTANT (EXE LEV)	1%	4.5 week(s)
CUSTOMER SERVICE REPRESENTATIVE III	1%	7.7 week(s)
SURVEILLANCE INVESTIGATOR	1%	6.1 week(s)
ACCOUNTANT	1%	9.2 week(s)
SENIOR HUMAN RESOURCES SPECIALIST	1%	8.5 week(s)
SENIOR ACCOUNTANT	1%	9.4 week(s)
V.P. OF FIELD OPS-KATRINA HOUSING TASK FORCE	1%	4.5 week(s)
HUMAN RESOURCES MANAGER	1%	6.4 week(s)
RECEPTIONIST	1%	6.0 week(s)
ADMINISTRATION MANAGER	1%	7.1 week(s)
ADMINISTRATIVE COORDINATOR	1%	4.2 week(s)
MUNICIPAL COURTS MANAGER	1%	7.6 week(s)
DEPUTY DIRECTOR (EXE LEV)	1%	11.5 week(s)
SENIOR OFFICE ASSISTANT	1%	4.5 week(s)
SOCIAL SERVICES DATA COLLECTOR	1%	7.0 week(s)
	100%	7.0 week(s)
INDUSTRIAL 1		
LABORER/UTILITY WORKER 1	41%	4.6 week(s)
JAIL ATTENDANT	34%	7.8 week(s)

Attachment 3-2c**TEMPORARY EMPLOYEE SERVICES UTILIZATION
BY MAJOR CATEGORY AND POSITIONS**

NAME	% SPENT	AVG ASSIGNMENT
INDUSTRIAL 1 - Continued		
REFUSE LABORER	8%	4.8 week(s)
INVENTORY MANAGEMENT CLERK	5%	7.2 week(s)
REFUSE TRUCK DRIVER	2%	5.6 week(s)
SENIOR IMAGING TECHNICIAN	2%	7.9 week(s)
CREW LEADER	2%	2.5 week(s)
CONTRACT COMPLIANCE OFFICER I	2%	9.6 week(s)
CONTRACT COMPLIANCE OFFICER II	1%	8.1 week(s)
RADIO INSTALLER	1%	11.2 week(s)
SENIOR INVENTORY MANAGEMENT CLERK	1%	6.6 week(s)
PUBLIC HEALTH INVESTIGATOR-MOBILE	1%	7.8 week(s)
MECHANIC II	1%	5.3 week(s)
INSPECTOR	1%	8.2 week(s)
MAINTENANCE MECHANIC I	1%	10.8 week(s)
	100%	7.2 week(s)
INDUSTRIAL 2		
LICENSED VOCATIONAL NURSE	47%	5.3 week(s)
EPIDEMIOLOGIST	11%	5.0 week(s)
CITY ATTORNEY	6%	5.0 week(s)
CLINIC ASSISTANT-BILINGUAL	6%	6.2 week(s)
MICROBIOLOGIST III	5%	5.6 week(s)
PHYSICIAN,MD	5%	3.0 week(s)
PUBLIC HEALTH NURSE IV	4%	5.7 week(s)
SENIOR PUBLIC HEALTH INVESTIGATOR	4%	10.1 week(s)
CERTIFIED MEDICAL ASSISTANT	3%	5.4 week(s)
VETERINARY TECHNICIAN	3%	6.6 week(s)
PUBLIC HEALTH NURSE II (RN)	2%	2.3 week(s)
MICROBIOLOGIST II	1%	5.6 week(s)
LIFEGUARD	1%	3.2 week(s)
CLINIC ASSISTANT	1%	2.3 week(s)
LABORATORY TECHNICIAN	1%	4.9 week(s)
DENTAL HYGIENIST	1%	2.4 week(s)
MICROBIOLOGIST I	1%	3.4 week(s)
	100%	4.8 week(s)
CATEGORY/POSITIONS - ALL	100%	6.3 week(s)

**TEMPORARY EMPLOYEE SERVICES
2006 PROPOSAL DRUG TEST CHARGE**

Proposer: _____

Proposer must provide a rate associated with drug testing those temporaries requested by the City of Houston on the job ordering form.

The drug testing rate: _____

(minimum 5 panel screen is required)

EXHIBIT 4

INSURANCE REQUIREMENTS

ATTACHMENT 4-A

Sample Insurance Certificate

ATTACHMENT 4-B

Indemnification

CITY OF HOUSTON

INSURANCE REQUIREMENTS FOR CONTRACTS

To comply with the terms and conditions for insurance in a City of Houston contract, the Contractor's insurance certificate must be prepared as follows:

- A. The City of Houston must be listed as an additional insured on the face of the certificate.
 - B. The City of Houston must be included in the insurer's notification requirement, which may be accomplished in one of the following ways:
 - 1. By the Contractor's insurance agent revising the standard cancellation clause to read substantially as follows (all handwritten strike-out, additions, and changes to the original text, must all be initialed by the insurance agent authorized to make such changes.):
-

CANCELLATION:

J.D.
OR MATERIALLY ALTERED

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED
BEFORE THE



J.D.

EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ~~ENDEAVOR TO MAIL~~
30 DAYS WRITTEN NOTICE OF SUCH CHANGE TO THE CERTIFICATE HOLDER

NAMED [TO THE LEFT], ~~BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO~~
~~OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR~~
~~REPRESENTATIVES.~~

AUTHORIZED REPRESENTATIVE OF INSURER John Doe "

- OR -

- 2. By adding the following to the Special Items area of the policy:

"THE TERMS OF THE POLICIES DESCRIBED BY THIS CERTIFICATE AS TO
ADVANCE NOTIFICATION OF CANCELLATION OR MATERIAL CHANGE ARE IN
COMPLIANCE WITH THE CONTRACT TERMS BETWEEN THE CITY OF HOUSTON
AND THE INSURED FOR THE PROJECT OR SERVICE COVERED BY THIS
CERTIFICATE AND SUCH ADVANCE NOTIFICATION WILL BE PROVIDED TO
THE CITY OF HOUSTON."

SAMPLE FOR AWARD OVER \$15,000.00

ACORD. CERTIFICATE OF INSURANCE

Issue Date (MM/DD/YY)

PRODUCER

ISSUERS OF POLICIES. THE ISSUER SHALL HAVE A RATING OF AT LEAST B + AND FINANCIAL SIZE OF CLASS VI OR BETTER ACCORDING TO THE CURRENT YEAR'S BEST RATING.

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

COMPANIES AFFORDING COVERAGE

COMPANY A

COMPANY B

COMPANY C

COMPANY D

COMPANY E

SAMPLE FORM

COVERAGE'S

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR.	TYPE OF INSURANCE	POLICY NUMBER	EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION (MM/DD/YY)	POLICY LIMITS
A.	General Liability (X) Commercial General Liability Claims Made (X) Occur. Owners & Contractors Prot.			General Aggregate Products-Comp/Op Agg. Personal & Adv. Injury Each Occurrence Fire Damage (Any one fire) Med. Expense (Any one person)	\$1,000,000 \$1,000,000 \$1,000,000 \$ 500,000 \$ 50,000 \$ 5,000
A.	Automobile Liability (X) Any Auto (X) All Owned Autos () Scheduled Autos () Hired Autos () Non-Owned Autos Garage Liability	Auto Liability Insurance for autos furnished or used in the course of performance of this Contract. Including Owned, Non-owned, and Hired Auto coverage. (Any Auto coverage may be substituted for Owned, Non-owned and Hired Auto Coverage.) If no autos are owned by Contractor, coverage may be limited to Non-owned and Hired Autos. If Owned Auto coverage cannot be purchased by Contractor, Scheduled Auto coverage may be substituted for Owned Auto coverage. EACH AUTO USED IN PERFORMANCE OF THIS CONTRACT SHALL BE COVERED IN THE LIMITS SPECIFIED.		Combined Single Limit Bodily Injury (Per person) Bodily Injury (Per Accident) Property Damage	\$1,000,000 \$ \$ \$
	Excess Liability			Each Occurrence Aggregate	\$ \$
	Worker's Compensation and Employee Liability	Statutory Limits	(X)	Statutory Limits Each Accident Disease - Policy Limit Disease - Each Employee	\$ 100,000 \$ 100,000 \$ 100,000
	Other				

DESCRIPTION OF OPERATION/LOCATIONS/VEHICLES/SPECIAL ITEMS

City of Houston is named as additional insured on Auto and General Liability policies, and Waiver of Subrogation on Auto, General Liability, and Worker's Compensation. Material alteration on cancellation notice as shown below.
For (Project Name)

CERTIFICATE HOLDER

SHALL BE MODIFIED AS FOLLOWS: **CANCELLATION**
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED NON-RENEWED OR MATERIALLY ALTERED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL MAIL THIRTY (30) DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT. CITY OF HOUSTON / FINANCE AND ADMINISTRATION

DEPARTMENT – Human Resources Department
ATTN: Lonnie Vara, Director
611 Walker, 4th Floor
HOUSTON, TEXAS 77251

AUTHORIZED REPRESENTATIVE

INDEMNIFICATION

RELEASE

CONTRACTOR AGREES TO AND SHALL RELEASE THE CITY, ITS AGENTS, EMPLOYEES, OFFICERS, AND LEGAL REPRESENTATIVES (COLLECTIVELY THE "CITY") FROM ALL LIABILITY FOR INJURY, DEATH, DAMAGE, OR LOSS TO PERSONS OR PROPERTY SUSTAINED IN CONNECTION WITH OR INCIDENTAL TO PERFORMANCE UNDER THIS AGREEMENT, EVEN IF THE INJURY, DEATH, DAMAGE, OR LOSS IS CAUSED BY THE CITY'S SOLE OR CONCURRENT NEGLIGENCE AND/OR THE CITY'S STRICT PRODUCTS LIABILITY OR STRICT STATUTORY LIABILITY.

INDEMNIFICATION

CONTRACTOR AGREES TO AND SHALL DEFEND, INDEMNIFY, AND HOLD THE CITY, ITS AGENTS, EMPLOYEES, OFFICERS, AND LEGAL REPRESENTATIVES (COLLECTIVELY THE "CITY") HARMLESS FOR ALL CLAIMS, CAUSES OF ACTIONS, LIABILITIES, FINES, AND EXPENSES (INCLUDING, WITHOUT LIMITATIONS, ATTORNEYS' FEES, COURT COSTS, AND ALL OTHER DEFENSE COSTS AND INTEREST) FOR INJURY, DEATH, DAMAGE, OR LOSS TO PERSONS OR PROPERTY SUSTAINED IN CONNECTION WITH OR INCIDENTAL TO PERFORMANCE UNDER THIS AGREEMENT INCLUDING, WITHOUT LIMITATION, THOSE CAUSED BY:

- (1) CONTRACTOR'S AND/OR ITS AGENTS', EMPLOYEES', OFFICERS', DIRECTORS', CONTRACTORS', OR SUBCONTRACTORS' (COLLECTIVELY IN NUMBERED PARAGRAPHS 1-3, "CONTRACTOR") ACTUAL OR ALLEGED NEGLIGENCE OR INTENTIONAL ACTS OR OMISSIONS;**
- (2) THE CITY'S AND CONTRACTOR'S ACTUAL OR ALLEGED CONCURRENT NEGLIGENCE, WHETHER CONTRACTOR IS IMMUNE FROM LIABILITY OR NOT; AND**
- (3) THE CITY'S AND CONTRACTOR'S ACTUAL OR ALLEGED STRICT PRODUCTS LIABILITY OR STRICT STATUTORY LIABILITY, WHETHER CONTRACTOR IS IMMUNE FROM LIABILITY OR NOT.**

CONTRACTOR SHALL DEFEND, INDEMNIFY, AND HOLD THE CITY HARMLESS DURING THE TERM OF THIS AGREEMENT AND FOR FOUR YEARS AFTER THE AGREEMENT TERMINATES. CONTRACTOR'S INDEMNIFICATION IS LIMITED TO \$500,000 PER OCCURRENCE. CONTRACTOR SHALL NOT INDEMNIFY THE CITY FOR THE CITY'S SOLE NEGLIGENCE.

CONTRACTOR AGREES TO AND SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE CITY, ITS AGENTS, EMPLOYEES, OFFICERS, AND LEGAL REPRESENTATIVES (COLLECTIVELY THE "CITY") FROM ALL CLAIMS OR CAUSES OF ACTION BROUGHT AGAINST THE CITY ALLEGING THAT THE CITY'S USE OF ANY EQUIPMENT, SOFTWARE, PROCESS, OR DOCUMENTS CONTRACTOR FURNISHES DURING THE TERM OF THIS AGREEMENT INFRINGES ON A PATENT, COPYRIGHT, OR TRADEMARK, OR MISAPPROPRIATES A TRADE SECRET. CONTRACTOR SHALL PAY ALL COSTS (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES, COURT COSTS, AND ALL OTHER DEFENSE COSTS, AND INTEREST) AND DAMAGES AWARDED.

CONTRACTOR SHALL NOT SETTLE ANY CLAIM ON TERMS WHICH PREVENT THE CITY FROM USING THE EQUIPMENT, SOFTWARE, PROCESS AND DOCUMENTS WITHOUT THE CITY'S PRIOR WRITTEN CONSENT.

WITHIN 60 DAYS AFTER BEING NOTIFIED OF THE CLAIM, CONTRACTOR SHALL, AT ITS OWN EXPENSE, EITHER (1) OBTAIN FOR THE CITY THE RIGHT TO CONTINUE USING THE EQUIPMENT, SOFTWARE, PROCESS AND DOCUMENTS OR, (2) IF BOTH PARTIES AGREE, REPLACE OR MODIFY THEM WITH COMPATIBLE AND FUNCTIONALLY EQUIVALENT PRODUCTS. IF NONE OF THESE

ALTERNATIVES IS REASONABLY AVAILABLE, THE CITY MAY RETURN THE EQUIPMENT, SOFTWARE, OR DOCUMENTS, OR DISCONTINUE THE PROCESS, AND CONTRACTOR SHALL REFUND THE PURCHASE PRICE.

CONTRACTOR SHALL REQUIRE ALL OF ITS SUBCONTRACTORS (AND THEIR SUBCONTRACTORS) TO RELEASE AND INDEMNIFY THE CITY TO THE SAME EXTENT AND IN SUBSTANTIALLY THE SAME FORM AS ITS RELEASE AND INDEMNITY TO THE CITY.

**INDEMNIFICATION - PATENT, COPYRIGHT, TRADEMARK, AND TRADE
SECRET INFRINGEMENT)**

CONTRACTOR AGREES TO AND SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE CITY, ITS AGENTS, EMPLOYEES, OFFICERS, AND LEGAL REPRESENTATIVES (COLLECTIVELY THE CITY FROM ALL CLAIMS OR CAUSES OF ACTION BROUGHT AGAINST THE CITY, BY ANY PARTY, INCLUDING, CONTRACTOR, ALLEGING THAT THE CITY'S USE OF ANY EQUIPMENT, SOFTWARE, PROCESS, OR DOCUMENTS CONTRACTOR FURNISHES DURING THE TERM OF THIS AGREEMENT INFRINGES ON A PATENT, COPYRIGHT, OR TRADEMARK, OR MISAPPROPRIATES A TRADE SECRET. CONTRACTOR SHALL PAY ALL COSTS (INCLUDING, WITHOUT LIMITATION, ATTORNEY'S FEES, COURT COSTS, AND ALL OTHER DEFENSE COSTS, AND INTEREST) AND DAMAGES AWARDED.

CONTRACTOR SHALL NOT SETTLE ANY CLAIM ON TERMS WHICH PREVENT THE CITY FROM USING THE EQUIPMENT, SOFTWARE, PROCESS, AND DOCUMENTS WITHOUT THE CITY'S PRIOR WRITTEN CONSENT.

WITHIN 60 DAYS AFTER BEING NOTIFIED OF THE CLAIM, CONTRACTOR SHALL, AT ITS OWN EXPENSE, EITHER (1) OBTAIN FOR THE CITY THE RIGHT TO CONTINUE USING THE EQUIPMENT, SOFTWARE, PROCESS, AND DOCUMENTS OR, (2) IF BOTH PARTIES AGREE, REPLACE OR MODIFY THEM WITH PRODUCTS BOTH PARTIES AGREE ARE

COMPATIBLE AND FUNCTIONALLY EQUIVALENT PRODUCTS. IF NONE OF THESE ALTERNATIVES IS REASONABLY AVAILABLE, THE CITY MAY RETURN THE EQUIPMENT, SOFTWARE, OR DOCUMENTS, OR DISCONTINUE THE PROCESS, AND CONTRACTOR SHALL REFUND THE PURCHASE PRICE.

EXHIBIT 5

AFFIDAVIT OF OWNERSHIP/CONTROL

ATTACHMENT 5-A Affidavit Form

Orig. Dept.: _____

File/I.D. No.: _____

INSTRUCTION: ENTITIES USING AN ASSUMED NAME SHOULD DISCLOSE SUCH FACT TO AVOID REJECTION OF THE AFFIDAVIT. THE FOLLOWING FORMAT IS RECOMMENDED: CORPORATE/LEGAL NAME DBA ASSUMED NAME.

STATE OF _____ §
 COUNTY OF _____ §

AFFIDAVIT OF OWNERSHIP OR CONTROL

BEFORE ME, the undersigned authority, on this day personally appeared _____ [FULL NAME] (hereafter "Affiant"),
 _____ [STATE TITLE/CAPACITY WITH CONTRACTING ENTITY]
 of _____ [CONTRACTING
 ENTITY'S CORPORATE/LEGAL NAME] ("Contracting Entity"), who being by me duly sworn on oath
 stated as follows:

1. Affiant is authorized to give this affidavit and has personal knowledge of the facts and matters herein stated.

2. Contracting Entity seeks to do business with the City in connection with
 _____ [DESCRIBE PROJECT OR MATTER] which is expected to be in an amount that exceeds \$25,000.

3. The following information is submitted in connection with the proposal, submission or bid of Contracting Entity in connection with the above described project or matter.

4. Contracting Entity is organized as a business entity as noted below (check box as applicable).

FOR PROFIT ENTITY:

- ☐ SOLE PROPRIETORSHIP
- ☐ CORPORATION
- ☐ PARTNERSHIP
- ☐ LIMITED PARTNERSHIP
- ☐ JOINT VENTURE
- ☐ LIMITED LIABILITY COMPANY
- ☐ OTHER (Specify type in space below)

NON-PROFIT ENTITY:

- ☐ NON-PROFIT CORPORATION
- ☐ UNINCORPORATED ASSOCIATION

5. The information shown below is true and correct for the Contracting Entity and all owners of 5% or more of the Contracting Entity and, where the Contracting Entity is a non-profit entity, the required information has been shown for each officer. ***[NOTE: IN ALL CASES, USE FULL NAMES, LOCAL BUSINESS AND RESIDENCE ADDRESSES AND TELEPHONE NUMBERS. DO NOT USE POST OFFICE BOXES FOR ANY ADDRESS. INCLUSION OF E-MAIL ADDRESSES IS OPTIONAL, BUT RECOMMENDED. ATTACH ADDITIONAL SHEETS AS NEEDED.]***

Contracting Entity

Name: _____

Business Address *[No./STREET]* _____*[CITY/STATE/ZIP CODE]* _____

Telephone Number (____) _____

Email Address *[OPTIONAL]* _____Residence Address *[No./STREET]* _____*[CITY/STATE/ZIP CODE]* _____

Telephone Number (____) _____

Email Address *[OPTIONAL]* _____**5% Owner(s) (IF NONE, STATE "NONE.")**

Name: _____

Business Address *[No./STREET]* _____*[CITY/STATE/ZIP CODE]* _____

Telephone Number (____) _____

Email Address *[OPTIONAL]* _____Residence Address *[No./STREET]* _____*[CITY/STATE/ZIP CODE]* _____

Telephone Number (____) _____

Email Address *[OPTIONAL]* _____

Orig. Dept.: _____

File/I.D. No.: _____

6. Optional Information

Contracting Entity and/or _____ **[NAME OF OWNER OR NON-PROFIT OFFICER]** is actively protesting, challenging or appealing the accuracy and/or amount of taxes levied against _____ **[CONTRACTING ENTITY, OWNER OR NON-PROFIT OFFICER]** as follows:

Name of Debtor: _____

Tax Account Nos. _____

Case or File Nos. _____

Attorney/Agent Name _____

Attorney/Agent Phone No. (____) _____

Tax Years _____

Status _____ of _____ Appeal **[DESCRIBE]**

Affiant certifies that he or she is duly authorized to submit the above information on behalf of the Contracting Entity, that Affiant is associated with the Contracting Entity in the capacity noted above and has personal knowledge of the accuracy of the information provided herein, and that the information provided herein is true and correct to the best of Affiant's knowledge and belief.

Affiant

SWORN TO AND SUBSCRIBED before me this _____ day of _____, 20____.

(Seal)

Notary Public

Orig. Dept.: _____

File/I.D. No.: _____

NOTE:

This affidavit constitutes a **government record** as defined by Section 37.01 of the Texas Penal Code. Submission of a false government record is punishable as provided in Section 37.10 of the Texas Penal Code. Attach additional pages if needed to supply the required names and addresses.

EXHIBIT 6

REFERENCES

ATTACHMENT 6-A Bank References

ATTACHMENT 6-B Business References

Attachment 6-A

BANK REFERENCE

Bank Name _____

Bank Address _____

Contact Person _____

Telephone Number _____

BUSINESS REFERENCE FORM
(Provide 4 Business References)

Business Name	_____
Business Address	_____
Contact Person	_____
Telephone Number	_____
Type of Business	_____

For the named business above and within the last calendar year, provide the number of temporary employees providing the following services:

- | | |
|--|-------|
| 1. Office Clerical, Secretarial, General Administrative services | _____ |
| 2. Fiscal, Financial and Professional Accounting services | _____ |
| 3. Skilled Craft and Maintenance services | _____ |
| 4. Healthcare and Medical services | _____ |
| 5. Legal services | _____ |

*** Attach letter of reference to each form.**

EXHIBIT 7

DRUG DETECTION & DETERRENCE PROCEDURES

ATTACHMENT A Drug Policy Compliance Agreement

ATTACHMENT B Drug Policy Compliance Declaration

ATTACHMENT C Contractor's Certification of No Safety Impact Positions

CITY OF HOUSTON
DRUG DETECTION AND DETERRENCE PROCEDURE

- (a) It is the policy of the City to achieve a drug-free workforce and to provide a workplace that is free from the use of illegal drugs and alcohol. It is also the policy of the City that the manufacture, distribution, dispensation, possession, sale or use of illegal drugs or alcohol by contractors while on City premises is prohibited. By executing this Contract, Contractor represents and certifies that it meets and shall comply with all the requirements and procedures set forth in the Mayor's Policy on Drug Detection and Deterrence, City Council Motion No. 92-1971 ("Mayor's Policy") and the Mayor's Drug Detection and Deterrence Procedures for Contractors, Executive Order No. 1-31 ("Executive Order"), both of which are on file in the Office of the City Secretary.
- (b) Confirming its compliance with the Mayor's Policy and Executive Order, Contractor, as a condition precedent to City's obligations under this Contract, will have filed with the Contract Compliance Officer for Drug Testing ("CCODT"), prior to execution of this Contract by the City, (i) a copy of its drug-free workplace policy, (ii) the Drug Policy Compliance Agreement substantially in the format set forth in Attachment "A" to the Executive Order, together with a written designation of all safety impact positions, and (iii) if applicable (e.g. no safety impact positions), the Certification of No Safety Impact Positions, substantially in the format set forth in Attachment "C" to the Executive Order. If Contractor files written designation of safety impact positions with its Drug Policy Compliance Agreement, it also shall file every six (6) months during the performance of this Contract or upon the completion of this Contract if performance is less than six (6) months, a Drug Policy Compliance Declaration in a form substantially similar to Attachment "B" to the Executive Order. The Drug Policy Compliance Declaration shall be submitted to the CCODT within thirty days of completion of this Contract. The first six (6) month period shall begin to run on the date City issues its notice to proceed hereunder or if no notice to proceed is issued, on the first day Contractor begins work under this Contract.
- (c) Contractor shall have the continuing obligation to file with the CCODT written designations of safety impact positions and Drug Policy Compliance Declarations at anytime during the performance of this Contract that safety impact positions are added if initially no safety impact positions were designated. Contractor also shall have the continuing obligation to file updated designations of safety impact positions with the CCODT when additional safety impact positions are added to Contractor's employee work force.
- (d) The failure of Contractor to comply with the above Sections shall be a breach of this Contract entitling City to terminate in accordance with Article IV.

DRUG POLICY COMPLIANCE AGREEMENT

ATTACHMENT A

I, _____ as an owner or officer of

 _____ (Contractor)

 _____ (Name of Company)

have authority to bind Contractor with respect to its bid, offer or performance of any and all contracts it may enter into with the City of Houston; and that by making this Agreement, I affirm that the Contractor is aware of and by the time the contract is awarded will be bound by and agree to designate appropriate safety impact positions for company employee positions, and to comply with the following requirements before the City issues a notice to proceed.

1. Develop and implement a written Drug Free Workplace Policy and related drug testing procedures for the Contractor that meet the criteria and requirements established by the Mayor's Amended Policy on Drug Detection and Deterrence (Mayor's Drug Policy) and the Mayor's Drug Detection and Deterrence Procedures for Contractors (Executive Order No. 1-31).
2. Obtain a facility to collect urine samples consistent with Health and Human Services (HHS) guidelines and a HHS certified drug testing laboratory to perform the drug tests.
3. Monitor and keep records of drug tests given and the results; and upon request from the City of Houston, provide confirmation of such testing and results.
4. Submit semi-annual Drug Policy Compliance Declarations.

I affirm on behalf of the Contractor that full compliance with the Mayor's Drug Policy and Executive Order No. 1-31 is a material condition of the contract with the City of Houston.

I further acknowledge that falsification, failure to comply with or failure to timely submit declarations and/or documentation in compliance with the Mayor's Drug Policy and/or Executive Order No. 1-31 will be considered a breach of the contract with the City and may result in non-award or termination of the contract by the City of Houston.

Date _____

Contractor Name

Signature

Title

DRUG POLICY COMPLIANCE DECLARATION

ATTACHMENT "B"

I, _____ as an owner or officer of
(Name) (Print/Type) (Title)

(Name of Company) (Contractor)

have personal knowledge and full authority to make the following declarations:

This reporting period covers the preceding six months from _____ to _____, 19____.

Initials A written Drug Free Workplace Policy has been implemented and employees notified. The policy meets the criteria established by the Mayor's Amended Policy on Drug Detection and Deterrence (Mayor's Policy).

Initials Written drug testing procedures have been implemented in conformity with the Mayor's Drug Detection and Deterrence Procedures for Contractors, Executive Order 1-31. Employees have been notified of such procedures.

Initials Collection/testing has been conducted in compliance with federal Health and Human Services (HHS) guidelines.

Initials Appropriate safety impact positions have been designated for employee positions performing on the City of Houston contract. The number of employees on safety impact positions during this reporting period is _____.

Initials From _____ to _____ the following testing has occurred:
(start date) (end date)

	<u>Random</u>	<u>Reasonable Suspicion</u>	<u>Post Accident</u>	<u>Total</u>
Number of Employees Tested	_____	_____	_____	_____
Number of Employees Positive	_____	_____	_____	_____
Percent Employees Positive	_____	_____	_____	_____

Initials Any employee who tested positive was immediately removed from the City worksite consistent with the Mayor's Policy and Executive Order No. 1-31.

Initials I affirm that falsification or failure to submit this declaration timely in accordance with established guidelines will be considered a breach of contract.

I declare under penalty of perjury that the affirmations made herein and all information contained in this declaration are within my personal knowledge and are true and correct.

Date

Contractor Name

Signature

Title

**Contractor's Certification Of No Safety Impact Positions
In Performance Of A City Contract**

ATTACHMENT C

I, _____
(Name) (Print/Type) (Title)

as an owner or officer of _____ (Contractor) have authority to bind the Contractor with respect to its bid, and I hereby certify that Contractor has no employee safety impact positions as defined in §5.18 of Executive Order No. 1-31 that will be involved in performing this City Contract. Contractor agrees and covenants that it shall immediately notify the City's Director of Personnel if any safety impact positions are established to provide services in performing this City Contract.

Date

Contractor Name

Signature

Title

**CONTRACTOR'S CERTIFICATION OF NON-APPLICATION OF
CITY OF HOUSTON DRUG DETECTION AND DETERRENCE PROCEDURES
FOR CONTRACTORS
ATTACHMENT D**

I _____ as an owner or officer of
(NAME)(PRINT/TYPE) _____ (Contractor)

have authority to bind the Contractor with respect to its bid, and I hereby certify that Contractor has fewer than fifteen (15) employees during any 20-week period during a calendar year and also certify that Contractor has no employee safety impact positions as defined in 5.18 of Executive Order No. 1-31 that will be involved in performing this City Contract. Safety impact position means a Contractor's employment position involving job duties that if performed with inattentiveness, errors in judgment, or diminished coordination, dexterity, or composure may result in mistakes that could present a real and/or imminent threat to the personal health or safety of the employee, co-workers, and/or the public.

DATE

CONTRACTORS' NAME

SIGNATURE

TITLE

EXHIBIT 8

FAIR CAMPAIGN ORDINANCE

FORM A-CONTRACTOR SUBMISSION LIST

CITY OF HOUSTON FAIR CAMPAIGN ORDINANCE

The City of Houston Fair Campaign Ordinance makes it unlawful for a Contractor to offer any contribution to a candidate for City elective office (including elected officers and officers-elect). All respondents to this invitation to bid must comply with Houston Code of Ordinances Chapter 18 as amended relating to the contribution and solicitation of funds for election campaigns. Provisions of this ordinance are provided in part in the paragraphs that follow. Complete copies may be obtained from the office of the City Secretary.

Candidates for city office may neither solicit nor receive contributions except during a period commencing 270 calendar days prior to an election date for which a person is a candidate for such office and ending 90 calendar days after the election date, including run off elections if such candidate is on the ballot.

Further, it shall be unlawful either for any person who submits a bid or proposal to contribute or offer any contribution to a candidate or for any candidate to solicit or accept any contribution from such person for a period commencing at the time of posting of the City Council Meeting Agenda including an item for the award of the Contract and ending upon the 30th day after the award of the Contract by City Council.

For the purposes of this Ordinance, a **Contract** is defined as each Contract having a value in excess of \$30,000 that is let by the City for professional services, personal services, or other goods or services of any other nature whether the Contract is awarded on a negotiated basis, request for proposal basis, competitive proposal basis or formal sealed competitive bids. The term **Contractor** includes proprietors of proprietorships, all partners of partnerships, (including limited liability partnerships and companies), all officers and directors of corporations (including limited liability corporations), and all holders of 10% or more of the outstanding shares of corporations.

A STATEMENT DISCLOSING THE NAMES AND BUSINESS ADDRESSES EACH OF THOSE PERSONS WILL BE REQUIRED TO BE SUBMITTED WITH EACH BID OR PROPOSAL FOR A CITY CONTRACT. Completion of the attached form entitled "**Contractor Submission List**" will satisfy this requirement. Failure to provide this information may be just cause for rejection of your bid or proposal.

FORM A
CONTRACTOR SUBMISSION LIST
CITY OF HOUSTON FAIR CAMPAIGN ORDINANCE

The City of Houston Fair Campaign Ordinance makes it unlawful for a Contractor to offer any contribution to a candidate-for City elective office (including elected officers-elect) during a certain period of time prior to and following the award of the Contract by the City Council. The term "Contractor" Includes proprietors of proprietorships, partners or joint ventures having an equity interest of 10 percent or more for the partnership or Joint venture, and officers, directors and holders of 10 percent or more of the outstanding shares of corporations. A statement disclosing the. names and business addresses of each of those persons will be required to be submitted with each bid or proposal for a City Contract. See Chapter 18 of the Code of Ordinances, Houston, Texas, for further information.

This list is submitted under the provisions of Section 18-36(b) of the Code of Ordinances, Houston, Texas, in connection with the attached proposal, submission or bid of:

Firm or Company Name: _____

Firm or Company Address: _____

The firm/company is organized as a (Check one as applicable) and attach additional pages if needed to supply the required names and addresses:

[] **SOLE PROPRIETORSHIP**

Name _____	_____
Proprietor	Address

[] **A PARTNERSHIP**

List each partner having equity interest of 10% or more of partnership (if none state "none")

Name _____	_____
Partner	Address

Name _____	_____
Partner	Address

[] **A CORPORATION**

LIST ALL DIRECTORS OF THE CORPORATION (IF NONE STATE "NONE")

Name _____	_____
Director	Address

Name _____	_____
Director	Address

Name _____	_____
Director	Address

LIST ALL OFFICERS OF THE CORPORATION (IF NONE STATE NONE")

Name _____
Officer Address

Name _____
Officer Address

Name _____
Officer Address

LIST ALL INDIVIDUALS OWNING 10% OR MORE OF OUTSTANDING SHARES OF STOCK OF THE CORPORATION (IF NONE STATE "NONE")

Name _____
Address

Name _____
Address

Name _____
Address

I certify that I am duly authorized to submit this list on behalf of the firm, that I am associated with the firm in the capacity noted below and that I have personal knowledge of the accuracy of the information provided herein.

Preparer

Printed Name

Title

Note: This list constitutes a government record as defined by § 37.01 of the Texas Penal Code.

8/23/01

EXHIBIT 9

TRANSMITTER REPORT

FORM 6559

Instructions for Forms 6559 and 6559-A

Form 6559 is used to identify the transmitter of a magnetic media file. For form W-2 magnetic media reporting, a FILE is a report that begins with a Code A-Transmitter record and ends with a Code F-Final record. Prepare a Form 6559 for each separate magnetic media file being transmitted. Send Form 6559 and the magnetic media file, ALL IN THE SAME PACKAGE, to:

Via the U S Postal Service

Tapes & Cartridges

Social Security Administration
AWR Magnetic Media Processing
5-F-1 7, N B, Metro West P.O.
Box 33009 Baltimore, MD
21290-3009

Diskettes

Social Security Administration
AWR Magnetic Media
Processing 5-F-1 7, N B, Metro
West P.O. Box 33014 Baltimore,
MD 21290-3014

Via carrier OTHER than the U S Postal Service

Tapes & Cartridges

Social Security Administration
AWR Magnetic Media Processing
5-F-1 7, N B, Metro West 300 N.
Greene Street Baltimore, MD
21290

Diskettes

Social Security Administration
AWR Magnetic Media Processing
5-F-1 7, N B, Metro West 300 N.
Greene Street Baltimore, MD
21290

If you want us to acknowledge receipt of your report, send the report by Return Receipt Requested.

Use Form 6559-A, Continuation Sheet for Form 6559, whenever your magnetic media report includes more than two employers, to complete the required Item 11 blocks for additional employers.

Each Form 6559 can transmit only one type of data: W-2 Copy A or W-2c for W-2. Only one type of data can be reported on any one file and must be in the same order as reported on the magnetic file.

Specific instructions for Form 6559

Indicate whether this file contains Form W-2 data for employees residing in the United States or in any of the U.S. territories or possessions (Puerto Rico, Guam, American Samoa, Virgin Islands) or the Commonwealth of the Northern Mariana Islands (CNMI). Check the block marked "Other" to indicate that the file contains Form W-2 data for employees residing in territories, possessions, or the CNMI Form W-2 data for territorial employees must not be included in the same report with U.S. employees.

Item 2 - Enter the 9-digit EIN assigned by IRS to the transmitter.

Item 3 - Indicate if tapes, cartridges or diskettes are covered by this transmittal, e.g., ' 4 diskettes' (SSA does not accept multi-volume tapes/cartridges),

Item 6 - Enter the inventory number of each tape or diskette in this file. The inventory number is any type of identification number assigned by the transmitter to a tape, cartridge or diskette for the transmitter's own purposes. If this is a multi-volume diskette file, list the inventory number in order.

Item 7 - Indicate whether this file contains original or corrected W-2 data. If you are submitting a file that replaces a file that SSA originally could not process, check the form type marked "Resubmittal." If you are submitting a file to explain differences between IRS and SSA records based on receipt of a letter from SSA, check the form type marked "Reconciliation." Check only one box.

Item 11 - Complete an Employer Summary of Form W-2 Magnetic Media Wage and Tip Information" (Item 11) for each employer for which information is being reported. If data for more than two employers is being reported, use the additional Item 11 blocks on Form 6559-A.

MQGE (Medicare Qualified Government Employee) Box - Check this box if you are a U.S., State, Puerto Rico, Virgin Islands, or local agency with employees subject only to the 1.45% hospital insurance benefits (Medicare) tax.

Other EIN box - If during the year you used an employer identification number (EIN) that is different from the one entered in the "Employer Identification Number" box, enter the other EIN used. If you used more than one prior EIN, show only the latest prior EIN.

NOTE: Only the number of Forms W-2 filed for an employer and the eight money fields listed (Social security wages; Social security tips; Wages, tips and other compensation; Federal income tax withheld; Social security tax withheld; Medicare wages and tips; Medicare tax withheld); and Advance Earned Income Credit are required to be completed on line 11 of Forms 6559 and 6559-A. Even though the other money fields are not required on Form 6559, they MUST be included on the magnetic media report. See the instructions for Forms W-2 and W-3 for information on the requirements for reporting specific money field amounts.

Substitute Forms 6559 and 6559-A. Filers may use privately printed or computer-generated substitutes for Forms 6559 or 6559-A that closely follow the government printed form. Approval is not required for the use of substitute Forms 6559 or 6559-A. However, the general layout and format of the official form must be followed.

CAUTION: Penalties may be imposed for filing incorrect reports. The amounts entered on this form should match the totals on your magnetic media report and the totals reported to IRS on Forms 941, or 943 for the tax year.

Paperwork Reduction Act Notice

We ask for the information on these forms to carry out the Internal Revenue laws of the United States. We need this information to ensure that taxpayers are complying with these laws and to allow us to figure and collect the right amount of tax. You are required to give us this information.

You are not required to provide the information requested on a form that is subject to the Paperwork Reduction Act unless the form displays a valid OMB control number. Books or records relating to a form or its instructions must be retained as long as their contents may become material in the administration of any Internal Revenue Law. Generally, tax returns and return information are confidential, as required by Code section 6103.

The time needed to complete and file these forms will vary depending on individual circumstances. The estimated average time for Form 6559 is 15 minutes and for Form 6559-A is 15 minutes.

If you have comments concerning the accuracy of these time estimates or suggestions for making these forms simpler, we would be happy to hear from you. You can write to the Internal Revenue Service, Attention: Tax Forms Committee, Western Area Distribution Center Rancho Cordova, CA 95743-0001. Please do not send Forms 6559 or 6559-A to this office. Instead, send them to the address shown at the top of this page.

Form 6559-A (Rev. June 2003) Department of the Treasury Internal Revenue Service	Continuation Sheet for Form 6559 (Transmitter Report and Summary of Magnetic Media)		OMB No. 1545-0441	
	See Form 6559 for instructions on how to complete this continuation sheet		Tax Year (19____ or 20____)	Page _____ of _____

. Name and address of transmitter	Employer identification number (EIN) of transmitter (<i>must be enter</i>)
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11. Employer Summary of Form W-2 Magnetic Media Wage and Tip Information	
Name of employer	Check if MQGE <input type="checkbox"/>
Employer identification number	Other EIN
Total Amount of Form W-2 Fields	
Number of Forms W-2	
Social security wages	\$
Social security tips	\$
Wages, tips, other compensation	\$
Federal income tax withheld	\$
Social security tax withheld	\$
Medicare wages and tips	\$
Medicare tax withheld	\$
Advance Earned Income Credit	\$

11. Employer Summary of Form W-2 Magnetic Media Wage and Tip Information	
Name of employer	Check if MQGE <input type="checkbox"/>
Employer identification number	Other EIN
Total Amount of Form W-2 Fields	
Number of Forms W-2	
Social security wages	\$
Social security tips	\$
Wages, tips, other compensation	\$
Federal income tax withheld	\$
Social security tax withheld	\$
Medicare wages and tips	\$
Medicare tax withheld	\$
Advance Earned Income Credit	\$

11. Employer Summary of Form W-2 Magnetic Media Wage and Tip Information	
Name of employer	Check if MQGE <input type="checkbox"/>
Employer identification number	Other EIN
Total Amount of Form W-2 Fields	
Number of Forms W-2	
Social security wages	\$
Social security tips	\$
Wages, tips, other compensation	\$
Federal income tax withheld	\$
Social security tax withheld	\$
Medicare wages and tips	\$
Medicare tax withheld	\$
Advance Earned Income Credit	\$

11. Employer Summary of Form W-2 Magnetic Media Wage and Tip Information	
Name of employer	Check if MQGE <input type="checkbox"/>
Employer identification number	Other EIN
Total Amount of Form W-2 Fields	
Number of Forms W-2	
Social security wages	\$
Social security tips	\$
Wages, tips, other compensation	\$
Federal income tax withheld	\$
Social security tax withheld	\$
Medicare wages and tips	\$
Medicare tax withheld	\$
Advance Earned Income Credit	\$

EXHIBIT 10

EQUAL EMPLOYMENT OPPORTUNITY CLAUSE

Sec. 15-17. Equal employment opportunity clause.

All contracts entered into by the city involving the expenditure of ten thousand dollars (\$10,000) or more of City funds ("non-exempt City contracts") shall incorporate an equal employment opportunity clause, which shall read as follows:

"EQUAL EMPLOYMENT OPPORTUNITY

- "1. The contractor, subcontractor, vendor, supplier, or lessee will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, or age. The contractor, subcontractor, vendor, supplier, or lessee will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, sex, national origin, or age. Such action will include, but not be limited to, the following: employment; upgrading; demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation and selection for training, including apprenticeship. The contractor, subcontractor, vendor, supplier, or lessee agrees to post in conspicuous places available to employees and applicants for employment, notices to be provided by the City setting forth the provisions of this equal employment opportunity clause.
- "2. The contractor, subcontractor, vendor, supplier, or lessee states that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, national origin, or age.
- "3. The contractor, subcontractor, vendor, supplier, or lessee will send to each labor union or representatives of workers with which it has a collective bargaining agreement or other contracts or understanding, a notice to be provided by the agency contracting officer advising the said labor union or workers; representative of the contractor's and subcontractor's commitments under section 202 of Executive Order No. 11246, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- "4. The contractor, subcontractor, vendor, supplier, or lessee will comply with all provisions of Executive Order No. 11246 and the rules, regulations, and relevant orders of the Secretary of Labor or other federal agency responsible for enforcement of the equal opportunity and affirmative action provisions applicable and will likewise furnish all information and reports required by the mayor and/or contractor compliance officer(s) for purposes of investigation to ascertain and effect compliance with this program.
- "5. The contractor, subcontractor, vendor, supplier, or lessee will furnish all information and reports required by Executive Order No. 11246, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to all books, records, and accounts by the appropriate city and federal officials for

purposes of investigations to ascertain compliance with such rules, regulations, and orders. Compliance reports filed at such times as directed shall contain information

as to the employment practice policies, program, and workforce statistics of the contractor, subcontractor, vendor, supplier, or lessee.

"6. In the event of the contractor's, subcontractor's, vendor's, supplier's, or lessee's non-compliance with the non-discrimination clause of this contract, or with any of such rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part, and the contractor, subcontractor, vendor, supplier, or lessee may be declared ineligible for further city contracts in accordance with procedures provided in Executive Order No. 11246, and such other sanctions may be imposed and remedies invoked as provided in the said executive order, or by rule, regulation, or order of the Secretary of Labor, or as may otherwise be provided by law.

"7. The contractor shall include the provisions of paragraphs 1-8 of this equal employment opportunity clause in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order No. 11246 of September 24, 1965 so that such action with respect to any subcontractor or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event the contractor becomes involved in, or is threatened with litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

"8. The contractor shall file and shall cause each of his subcontractors, if any, to file compliance reports with the city in the form and to the extent as may be prescribed by the Mayor. Compliance reports filed at such times as directed shall contain information as to the contractor and each subcontractor."

(Code 1968, § 2-292; Ord. No. 78-1538, § 1(2), 8-9-78)

EXHIBIT 11

ANTI-COLLUSION STATEMENT

EXHIBIT 11

Anti-Collusion Statement

The undersigned, as Proposer, certifies that the only person or parties interested in this proposal as principals are those named herein; that the Proposer has not, either directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the award of this contract.

Date

Proposer Signature

EXHIBIT 12

CONFLICT OF INTEREST FORM

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

OFFICE USE ONLY

Date Received

This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.

By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

1 Name of person doing business with local governmental entity.

2

☐

Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3

Describe each affiliation or business relationship with an employee or contractor of the local governmental entity who makes recommendations to a local government officer of the local governmental entity with respect to expenditure of money.

4

Describe each affiliation or business relationship with a person who is a local government officer and who appoints or employs a local government officer of the local governmental entity that is the subject of this questionnaire.

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor or other person doing business with local governmental entity

FORM CIQ

Page 2

5 Name of local government officer with whom filer has affiliation or business relationship. (Complete this section only if the answer to A, B, or C is YES.)

This section, item 5 including subparts A, B, C & D, must be completed for each officer with whom the filer has affiliation or business relationship. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income from the filer of the questionnaire?

☐

Yes

☐

No

B. Is the filer of the questionnaire receiving or likely to receive taxable income from or at the direction of the local government officer named in this section AND the taxable income is not from the local governmental entity?

☐

Yes

☐

No

C. Is the filer of this questionnaire affiliated with a corporation or other business entity that the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐

Yes

☐

No

D. Describe each affiliation or business relationship.

6 Describe any other affiliation or business relationship that might cause a conflict of interest.

7

Signature of person doing business with the governmental entity

Date